

1 BINDER MALTER HARRIS & ROME-BANKS LLP

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9 Proposed Attorneys for Debtor and Debtor in Possession,
10 Franciscan Friars California, Inc.

11 **UNITED STATES BANKRUPTCY COURT**

12 **NORTHERN DISTRICT OF CALIFORNIA**

13 **OAKLAND DIVISION**

14
15 In re:

16 FRANCISCAN FRIARS OF
CALIFORNIA, INC.

17
18 Debtor.

Case No. 23-41723 WJL

Chapter 11

Date: January 31, 2024

Time: 10:30 am

Place: 1300 Clay Street, Courtroom 220
Oakland, California

Judge: Honorable Judge Lafferty

21 **DECLARATION OF DAVID GAA IN SUPPORT OF MOTION TO APPROVE**
22 **COMPROMISE OF CONTROVERSY WITH JAMES MERZ**

23 I, David Gaa, know the following matters to be true of my own, personal knowledge and,
24 if called as a witness could and would testify competently thereto:

25 1. I am the Provincial of the Province of St. Barbara and Chief Executive Officer of
26 Franciscan Friars of California, Inc. ("FFCI" or "Debtor"), Debtor and Debtor in Possession in the
27 above-captioned chapter 11 case (the "Bankruptcy Case").

28 2. All facts set forth in this Declaration are based on my personal knowledge, upon

1 information supplied to me by people who report to me, upon information supplied to me by
2 FFCI's professionals and consultants, upon my review of relevant documents, or upon my opinion
3 based on my experience and knowledge with respect to FFCI's operations, financial condition and
4 related business issues. The documents submitted herewith, referenced herein or otherwise relied
5 upon by me for purposes of this Declaration are the business records of FFCI, prepared and kept in
6 ordinary and regularly conducted business activity of FFCI, and used by me for those purposes. If
7 I were called upon to testify, I could and would testify competently to the facts set forth herein,
8 and I am authorized to submit this Declaration on behalf of FFCI.

9 3. On January 14, 2021, Plaintiff James Merz filed a lawsuit entitled *James Merz v.*
10 *Doe I, et al.*, Case No. 21STCV01521 ("the Action"), in the Superior Court of the State of
11 California for the County of Los Angeles, against FFCI as well as the Archdiocese of Los
12 Angeles. In the Action, Plaintiff Merz asserts claims including negligent supervision of
13 Franciscan priest Robert Van Handel and negligent supervision of the Plaintiff, then a minor,
14 which allowed Van Handel to sexually abuse Plaintiff. Plaintiff seeks to recover an unspecified
15 amount of damages for "severe physical, psychological, emotional and economic harm, including,
16 but not limited to, symptoms of PTSD, severe anxiety, loss of interest and pleasure in activities, an
17 inability to concentrate, feelings of self-blame, feelings of estrangement from friends and/or
18 family, hypervigilance, a lost sense of worth, a sense of being tainted, suicidal ideation, and a loss
19 of sexual desire, expenses for mental health professionals and other medical treatment, and loss of
20 past and future earnings and other economic harm in a sum to be proved at trial."

21 4. Defendant FFCI denies liability and disputes all claims and allegations asserted
22 against it in the Action.

23 5. At the time of its allegedly tortious acts (approximately 1981-82), the Debor was
24 insured for its liability resulting from those acts under general liability policies issued by Aetna
25 Casualty and Surety Co. and St. Paul Fire & Marine Insurance Company as well as an owner's,
26 landlord's, and tenant's liability policy issued by Great American Insurance Company of New
27 York. True and correct copies of said policies (or secondary evidence of the policies are attached
28 hereto as **Exhibits A, B, C, and D**, respectively, and are incorporated herein by reference.

1 6. It is important to note that these insurance policies have no aggregate limits
2 applicable to the sexual abuse claims, and therefore the proposed settlement does not consume
3 insurance that would be available to other claimants or the estate.

4 7. Rather than continue to litigate, the parties desire to settle all outstanding and
5 potential issues upon the following material terms:

- 6 a. The Debtor will pay Plaintiff Merz \$400,000 within ten (10) business
7 days after Court approval of the settlement;
- 8 b. \$375,000 of said amount will be paid by St. Paul Fire & Marine
9 Insurance Company;
- 10 c. \$25,000 of said amount will be paid by Great American Insurance
11 Company of New York; and
- 12 d. In exchange, Plaintiff Merz will dismiss the Action with prejudice
13 and grant a broad general release of all actual and potential claims.

14 See the Settlement Agreement and Release of All Claims, a true and correct copy of which is
15 attached hereto as **Exhibit E** and is incorporated herein by reference.

16 8. The Debtor is at risk in litigation. The suit brought by James Merz presents
17 substantial risks to FFCI. The alleged perpetrator, Robert Van Handel, was a prolific and admitted
18 sexual abuser of minors. He was prosecuted and served time in prison for sexual abuse of a minor
19 other than Plaintiff Merz. He is now deceased. Plaintiff Merz contends that he was sexually
20 abused by Van Handel on approximately 20-25 occasions in approximately 1981-82. Although
21 FFCI carried liability coverage during the period of the alleged abuse, the Aetna and St. Paul
22 primary general liability policies had annual limits of only \$500,000 per occurrence, and the Great
23 American owner's, landlord's, and tenant's policy had annual limits of only \$25,000. FFCI had
24 excess coverage with Mission Insurance Company beginning in January 1981; however, Mission
25 became insolvent and was liquidated many years ago, and the bar date for claims against the estate
26 or the California Insurance Guarantee Association has long since passed. Verdicts in child sexual
27 abuse cases have ranged into figures substantially exceeding the policy limits available in the
28 Merz case. Thus, FFCI faced a risk that an adverse judgment could exceed its available limits of
insurance, perhaps substantially, and expose FFCI to uninsured liability. The settlement, which is
within the limits of FFCI's insurance and is entirely funded by the insurers, eliminates that risk.

1 The settlement does not allocate funds to, and does not release, co-defendant Archdiocese of Los
2 Angeles, which is not an insured under FFCI's policies.

3 9. The Debtor faces significant litigation costs. FFCI's defense counsel of record
4 (Bledsoe, Diestel, Treppa and Crane) was retained by FFCI's insurers, and FFCI has not been
5 asked by the insurers to contribute to Bledsoe's defense expenses. However, FFCI has also
6 retained Brian Brosnahan of Cornerstone Law Group to work with Bledsoe and other insurer-
7 retained counsel in all of the sexual abuse cases brought against FFCI. Mr. Brosnahan has
8 represented FFCI regarding sexual abuse matters since 1989 and exercises general supervision
9 over all of FFCI's cases. Mr. Brosnahan's hourly rate for FFCI is \$450 per hour. His involvement
10 in individual cases varies according to the activity in the case, but if the Action had proceeded to
11 trial, his fees would certainly have run into the tens of thousands of dollars, which would not be
12 funded by the insurers.

13 I declare that the foregoing is true and correct under penalty of perjury under the laws of
14 the United States. Executed this 6th day of January, 2024, at Oakland, California.

15 /s/ David Gaa
16 Fr. David Gaa, OFM
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25
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28

EXHIBIT A

SY:

6 14-93 ; 3:17PM ; GALLAGHER HEFFERNA

510 934 8278:# 3/ 3

INTERSIGNING CODES	C/S OFFICE	C/S CODE	AM	MED. PAY ID	LIMITS ID	COV. 3	DATE TYPED & INITIALS mh 3-31-80
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F/81

81

7

The Aetna Casualty and Surety Company
Hartford, Connecticut 06156

JL

COMPREHENSIVE GENERAL
LIABILITY POLICY1. NAMED
INSURED

For **FRANCISCAN FRIARS OF CALIFORNIA,**
ITAL (SEE ENDORSEMENT)
1500 34th AVENUE
OAKLAND, CALIFORNIA 94601 202

POLICY NUMBER

05

GL123379

CCA

2. POLICY PERIOD

From **4-1-80** to **4-1-81** 12:01 A.M.
 Standard Time at the address of the named insured as stated
 herein.

AUDIT PERIOD

Annual, unless otherwise stated:

1. Show Number and Street or RFD, City, County, State and Zip Code:

THE NAMED INSURED IS ☐ Individual ☐ Partnership ☐ Corporation ☐ BUSINESS OF NAMED INSURED
☐ Joint Venture ☒ Other. **RELIGIOUS ORDER** **RELIGIOUS ORDER**

3. The insurance afforded is only with respect to such of the following Parts and Coverages as are indicated by specific premium charge or charges. The limit of the Company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

COMPREHENSIVE GENERAL LIABILITY INSURANCE (Except Automobile)

PART	COVERAGES	LIMITS OF LIABILITY		ADVANCE PREMIUM
		Each Occurrence	Aggregate	
CGL	Bodily Injury Liability	\$ 500,000	\$ CSL,000	\$ 27,614.
	Property Damage Liability	\$ CSL,000	\$ CSL,000	\$ 582.

ENDORSEMENTS MADE PART OF THE POLICY (designated by ☒ or Endorsement number)
CC5023, G222, CC324, 0610, SPSC.NO.1

- K ☐ Contractual Liability
 MP ☐ Premises Medical Payments
 PI ☐ Personal Injury Liability
☒ Broad Form Comprehensive General Liability Insurance

4. The declarations are completed on the attached General Liability Schedule.

41080-00

This policy has been individually assembled for your convenience. All the provisions contained herein form the complete contract. Read it carefully.

THE PROVISIONS ARE ARRANGED IN THE FOLLOWING ORDER:

1. Declarations indicating coverages afforded and any necessary Schedules of Hazards.
2. Insurance Coverage Parts describing coverages and limitations thereon.
3. Endorsements affording coverage or modifying coverage afforded as required by law, by the company's manual or by your specifications.
4. General Provisions for Liability Policies:
 - a. Definitions of terms in general use throughout the policy (defined terms appear in bold print.)
 - b. Supplementary Payments provided in connection with Liability Coverage.
 - c. Nuclear Exclusion generally applicable to all Liability Coverages.
 - d. Conditions applicable to the Coverage Parts.

Endorsements issued to form a part of the policy during its term should be placed in the policy.

P A Y M E N T M E T H O D	1 Year Policy Total	
	Advance Premium	\$ 28,196.
	Deposit Premium	\$
	3 Year Prepaid Total	
M E T H O D	Advance Premium	\$
	3 Year Policy Installments	\$
	Total Advance Premium	\$
	Installments:	
M E T H O D	1st Anniversary	\$
	2nd Anniversary	\$
TBD means To Be Determined.		

RECEIVED

APR 6 1980

Countersigned by _____

(CC-5370-1) ED. 8-77

AGENT'S COPY 4

FFCI0044

ACORD

INSURANCE BINDER

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

Binder No.

AK 80023

NAME AND ADDRESS OF AGENCY

HEFFERNAN, KEILER & DOBLE
P.O. BOX 7443
SAN FRANCISCO, CA 94120

ATTN: KAYE

COMPANY

AETNA C & S

Effective 12:01 a m 4-1-19 80
Expires ☒ 12:01 am ☐ Noon 6-1-19 80

☒ This binder is issued to extend coverage in the above named company per expiring policy # 05 GL 60369 CCA (except as noted below)

NAME AND MAILING ADDRESS OF INSURED

FRANCISCAN FRIARS OF CALIFORNIA, ETAL
1500 43TH AVENUE
OAKLAND, CA 94601

Description of Operation/Vehicles/Property

4/1/79-80

PROPERTY	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %

LIABILITY	Type of Insurance	Coverage/Forms	Limits of Liability	
			Each Occurrence	Aggregate
Y	<input type="checkbox"/> Scheduled Form	G222-ISO BROAD FORM	Bodily Injury	\$
	<input type="checkbox"/> Premises/Operations		Property Damage	\$
	<input type="checkbox"/> Products/Completed Operations		Bodily Injury & Property Damage Combined	\$ 500,000
	<input type="checkbox"/> Contractual		Personal Injury	\$
	<input type="checkbox"/> Other (specify below)			
	<input type="checkbox"/> Med. Pay. \$ Per Person	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C		
	<input type="checkbox"/> Personal Injury Per Accident			

AUTOMOBILE	Type of Insurance	Coverage/Forms	Limits of Liability	
			Each Occurrence	Aggregate
	<input type="checkbox"/> Liability	RECEIVED MAR 17 1980	Bodily Injury (Each Person)	\$
	<input type="checkbox"/> Non-owned		Bodily Injury (Each Accident)	\$
	<input type="checkbox"/> Comprehensive-Deductible \$		Property Damage	\$
	<input type="checkbox"/> Collision-Deductible \$		Bodily Injury & Property Damage Combined	\$
	<input type="checkbox"/> Medical Payments \$			
	<input type="checkbox"/> Uninsured Motorist \$			
	<input type="checkbox"/> No Fault (specify):			
	<input type="checkbox"/> Other (specify):			

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☐ EMPLOYERS' LIABILITY — Limit \$

SPECIAL CONDITIONS/OTHER COVERAGES

PLEASE ISSUE AS WRITTEN WITH ONE EXCEPTION: DELETE HOLY CROSS RETREAT, MESILLA PARK, NM. THIS LOCATION HAS BEEN TRANSFERRED TO ANOTHER ORDER.

NAME AND ADDRESS OF ☐ MORTGAGEE ☐ LOSS PAYEE ☐ ADD'L INSURED

LOAN NUMBER

WILLIAMS MAR 14 1980

Sam L. Williams

Signature of Authorized Representative

3/14/80

Date

ACORD 75 (11-77)

FFCI0043

EXHIBIT B

FRANCISCAN FATHERS

INSURANCE SUMMARY

August, 1981

PRESENTED BY:

Edward J. Dantzig
HEFFERNAN, KEILER & DOBLE, INC.
100 Mission Street - P.O. Box 7443
San Francisco, California 94120-7443
(415) 546-9300

FFCI0045

The St. Paul

to Fr Mel Jursich OFM 5/16/94 10 pages

Policy issued to

Franciscan Friars, Etal

Agreement or endorsement
takes effect

6-1-81

Policy number

688NB3108

It is hereby understood and agreed that the Named Insured is amended to read as follows:

Franciscan Friars of California, Inc.
 Franciscan Friars of Arizona, Inc.
 Franciscan Friars of Oregon, Inc.
 Franciscan Friars of Washington, Inc.
 St. Anthony Foundation, a Corporation
 Franciscan Charities, Inc.
 St. Anthony Dining Room, a Corporation
 Adult Benevolent Association, a Corporation
 Second Spring, Inc.
 St. Anthony Farms, Inc.
 Madonna Residence, Inc.
 New Gate, A Non Profit Corporation
 Franciscan Renewal Center
 San Domiano Retreat
 St. Francis Retreat
 St. Anthony's Seminary
 Serra Retreat for Laymen
 Old Mission- Santa Barbara
 St. Anthony's Retreat House
 Franciscan Center
 Franciscan School of Theology
 Mission San Luis Rey

And any Clergy, Member of Advisory Board, or Trustees while acting within the scope of their duties as such.

FFCI0046

This form must be signed only when
 it's issued after the effective date of the Policy.

40015 Ed. 7-77 Printed in U.S.A.

Authorized
 Representative

Insuring Agreement _____ Page 1 of ____
 Endorsement number _____ to Insuring Agreement ____

See General Rules.

I. PACKAGE POLICY

St. Paul Fire & Marine Insurance Company
Policy No. 688 NB 3108
June 1, 1981 to June 1, 1982

NAMED INSURED

Franciscan Friars, Etal

COVERAGEA. BUILDING & PERSONAL PROPERTY

Locations Insured	- See Statement of Values
Blanket Limit	- \$28,997,417.00
Co-Insurance Level	- 90% with Agreed Amount Endorsement
Valuation Clause*	- Replacement Cost Value
Perils Insured	- "All Risk" excluding Earthquake, Flood and Standard Exclusions.
Deductible	- \$1,000.00 per occurrence

*Following locations are not covered for Replacement Cost basis, but are covered on an Actual Cash Value Basis.

1. Mission Church, Santa Barbara
2. All buildings at St. Anthony's Seminary, Santa Barbara
3. Ranch House at St. Francis Retreat, San Juan Bautista
4. Mission Church at Mission San Luis Rey, San Luis Rey
5. 501-509 Ellis Street, San Francisco

B. EXTRA EXPENSE

Location Insured	- 101-135 Golden Gate Avenue San Francisco, California
Limits	- \$100,000.00
Perils Insured	- Same as Buildings Above
Basis of Recovery	- Extra expense incurred to continue operations after an otherwise covered event causing direct damage to buildings or contents.
Deductible	- None

C. VALUABLE PAPERS

Location	- Santa Barbara Mission, Santa Barbara
Limit	- \$328,500.00
Perils Insured	- "All Risks"
Deductible	- None

D. COMPREHENSIVE GENERAL LIABILITY

Limit	- \$500,000.00 per occurrence/aggregate Bodily Injury/Property Damage
Coverage Extensions	- Personal Injury - Mental Anguish False Arrest Libel - Slander Wrongful Entry Broad Form Property Damage Tenants Fire Legal Voluntary Medical Bodily Injury \$ 1,000.00 each person 10,000.00 each accident Host Liquor Liability Products - Completed Operations Owners Protective Broad Named Insured - including employees and Order Members
Exclusions	- Professional Liability Refer to policy for other standard exclusions

FFCI0048

2. AUTOMOBILE POLICY

~~Aetna Casualty & Surety Company~~
~~Policy No. 05 PJ 120405 CCA~~
~~April 1, 1981 to April 1, 1982~~

Northbrook Property & Casualty
Policy # CA0107915
8-1-82 - 8-1-83

COVERAGEComprehensive Automobile Liability

- Bodily Injury & Property Damage - \$500,000.00 Combined Single Limit per person/per occurrence
- Personal Injury Protection (4 vehicles only) - Portland, Oregon
- Medical Payments - \$2,000.00 per person
- Uninsured Motorists - \$30,000.00 per accident
- Comprehensive
 - a. Actual Cash Value - San Francisco Locations Only
 ALL VEHICLES EXCEPT:
 1974 Ford
 1971 Volkswagen
 - b. \$50.00 Deductible - St. Anthony's Dining Room and St. Anthony's Farms
 ALL VEHICLES EXCEPT:
 1965 GMC Refrigerated Milk Truck
 1967 DIVCO Refrigerated Milk Truck
 1979 Chevrolet Pick-Up

Collision

- a. \$250.00 Deductible - St. Anthony's Dining Room and St. Anthony's Farms
 ALL VEHICLES EXCEPT:
 1965 GMC Refrigerated Milk Truck
 1973 Chevrolet Stationwagon
 1967 DIVCO Refrigerated Milk Truck
 1969 Buick Sedan
 1979 Chevrolet Pick-Up

Non-Owned Automobile Liability & Hired Automobile Liability

- All Other Physical Damage (Comprehensive & Collision) - Handled by Father Martial

FFCI0049

3. WORKERS' COMPENSATION INSURANCE

- A. Aetna Casualty & Surety
Policy No. ~~85-CK-957515 CPA~~ 05-CK-957797 CPA
December 27, 1980 to December 27, 1981
81 92

INSURED

This policy protects Franciscan Friars of California for claims under the Workers' Compensation Law and Occupational Disease Law of the State of California - EXCEPT St. Anthony's Dining Room, A Corporation, which has a separate policy.

LIMIT

Employers Liability - \$100,000.00

PREMIUM

Estimated Annual - \$15,531.00
(This will be verified by audit
at end of policy term)

EXPERIENCE MODIFICATION

123%

- B. Zurich Insurance Company
Policy No. 27 35 600
July 1, 1981 to July 1, 1982

INSURED

This policy protects St. Anthony's Dining Room, A Corporation, Etal for claims under the Workers' Compensation Law and Occupational Disease Law of the State of California.

LIMIT

Employers Liability - \$100,000.00

PREMIUM

Estimated Annual - \$10,064.00
(This will be verified by audit
at the end of policy term)

EXPERIENCE MODIFICATION

To be determined

FFCI0050

4. UMBRELLA LIABILITY INSURANCE

Mission Insurance Company
Policy No. M 870120
January 21, 1981 to January 21, 1982

COVERAGE

LIMIT:

- \$10,000,000.00 in Excess of Primary Comprehensive General Liability and Automobile Liability

SELF-INSURED RETENTION:

- \$10,000.00 Applies only if coverage is provided by Umbrella Liability Policy and is not provided by Primary Liability policies.

EXCLUSIONS:

- Professional Liability Exclusion as well as standard policy exclusions.

FFCI0051

5. BOILER & MACHINERY INSURANCE

Zurich Insurance Company
Policy No. 12 05 240
May 1, 1981 to April 1, 1982

COVERAGE

Broad Form Basis - Boilers, Fired Vessels and Electric Steam Generators,
Blanket Coverage Locations - 165 Guerrero Street, San Francisco, California
1055 Pine Street, San Francisco, California

VALUATION

Repair or Replacement

LIMIT

\$300,000.00 per accident

6. BOND

Aetna Casualty & Surety
Bond No. 005 SB 044630 BCA
February 13, 1981 to February 13, 1983

COVERAGE

Improvement Security Bond for Division Agreement at
Danville, California

LIMIT

\$25,400.00 Performance Guarantee
13,200.00 Payment of Materials & Labor

FFCI0053

7. PROFESSIONAL LIABILITY INSURANCE

Glacier General Assurance Company
Policy No. CLN 002417
November 19, 1980 to November 19, 1981

INSURED

St. Anthony's Clinic

COVERAGE

\$1,000,000.00 per claim and annual aggregate
Clinic Professional Liability - Subject to policy exclusions

DEDUCTIBLE

\$1,000.00 per claim

HEFFERNAN, KEILER & DOBLE, INC.

INSURANCE

100 MISSION STREET
SAN FRANCISCO, CALIFORNIA 94105
(415) 546-9300

TELEX: HKD SFO 34-216

August 10, 1981

REPLY TO:
P.O. Box 7443
SAN FRANCISCO, CALIFORNIA 94120

Rev. Mel Jurisich, O.F.M.
St. Anthony's Seminary
2300 Garden Street
Santa Barbara, CA 93105

INSURANCE

Dear Father Jurisich:

Enclosed you will find a copy of the St. Paul Insurance Company Package Policy, effective June 1, 1981 to June 1, 1982. This Package Policy covers the Broad Comprehensive General Liability, in the amount of \$500,000. per occurrence and the Blanket Broad Form Buildings & Contents coverage at your location.

You will note on the invoice enclosed, that the Property Insurance is for a 13 month period, beginning May 1, 1981. This was the date that the coverage was originally bound at the instructions of Father Vitale. The General Liability Insurance is for a 14 month period, beginning April 1, 1981. This represents the normal expiration date of the General Liability coverage you previously had in force. The above Property & General Liability dates obviously expire concurrently on June 1, 1982, when the St. Paul Policy expires.

The invoice also contains a premium for Umbrella. This represents your proportion of the Umbrella increase when the policy was changed from a limit of \$5,000,000. up to a limit of \$10,000,000., effective May 1, 1981.

You should make your checks payable to Father Martial, in Oakland.

We also enclose a computer print out of the Buildings and Values we have assigned for your location. These values we use to determine your Property premium. However, you are part of a Blanket Limit of over \$30,000,000. on the Provincial Policy. Therefore, you are not necessarily subject to the amounts listed on the computer printout. In order to help you read this printout better, we should point out that under the Subject Title "SUBJ", the letter "B" represents the building amount and the letter "E" represents the contents amount of insurance.

FFCI0055

Rev. Mel Jurisich, O.F.M.


-2-

August 10, 1981

A Summary of Insurance for all insurance in force, is being prepared and will be sent to you shortly. We hope that the summary will clarify the coverages that are being provided to you, as a part of the Provincial program.

If you have questions on any of the above, please do not hesitate to contact us.

Best regards,


Edward J. Dantzig
Vice President

EJD/lm

Enclosures

cc: Rev. Martial Luebke, O.F.M.



FRANCISCAN FRIARS OF SANTA BARBARA

INVOICE DATE: 7-31-81

Father Mel Jurisich, O.F.M.

LOCATION: St. Anthony's Seminary
2300 Garden Street
Santa Barbara, Ca. 93105

Property Insurance	5-1-81 To 6-1-82 (13 Months)	\$4058.00
General Liability Insurance	4-1-81 To 6-1-82 (14 Months)	\$3508.00
Automobile Insurance		
*Automobile Physical Damage		
Comprehensive (\$10. per vehicle)		
Collision (\$25. per vehicle)		
Damage up to \$300. - \$50. deductible		
Damage over \$300. - \$100. deductible		
Boiler and Pressure Vessel Insurance		
Workers' Compensation		
Other-Umbrella-Increase From \$5 Million To \$10 Million		\$114.00
Effective 5-1-81 To 1-21-82		

TOTAL

\$7680.00

Please make checks payable to:

FRANCISCAN FRIARS
1500 34TH AVENUE
OAKLAND, CA 94601

*Automobile Physical Damage administered by Father Martial Luebke, O.F.M.

Charges and/or credits for vehicles acquired or disposed of
after April 1 will be adjusted on final audit at years end.



0278 FRANCISCAN FRIARS OF SANTA BARBARA

St. Anthony's Seminary
2300 Garden Street
Santa Barbara, CA 93105
Father Mel Jurisich, OFM

INVOICE DATE: 8-1-82
LOCATION: 075

Property Insurance		\$3,490.00	3490-
General Liability Insurance		3,904.00	3904-
	4-1-82 to 8-1-82	984.39	732.36
Automobile Insurance	8-1-82 to 8-1-83	2,294.76	1721.07
*Automobile Physical Damage			90-
Comprehensive (\$10. per vehicle)	x 9		81
Collision (\$25. per vehicle)	x 9		215-
Damage up to \$300. - \$50. deductible			
Damage over \$300. - \$100. deductible			
Boiler and Pressure Vessel Insurance			
Workers' Compensation			
Other			
August	308.27		
Perord	308.27		
Kevin	308.27		
TOTAL		\$10,673.15	10,168.4

19.27 a month
\$2312.05 (8-27-82)
#1148

Please make checks payable to:

FRANCISCAN FRIARS
1500 34TH AVENUE
OAKLAND, CA 94601

7 autos
4 months for the
JOANS
see Accompanying letter

*Automobile Physical Damage administered by Father Martial Luebke, O.F.M.

Charges and/or credits for vehicles acquired or disposed of
after April 1 will be adjusted on final audit at years end.

8975
4 of 6

INVOICE DATE: August 1, 1983
LOCATION NO.: 075-1

Rev. Mel Jurisich, CFM
St. Anthony's Seminary
2300 Garden Street
Santa Barbara, CA 93105

Property Insurance	\$ 4,152.00 ✓ <i>pel</i>
General Liability Insurance	3,953.00 ✓ <i>pel</i>
Automobile Insurance	1,285.00 ✓ <i>pel</i>
Automobile Physical Damage	-0-
*Comprehensive (\$10. per vehicle)	- 80.00 ✓ <i>pel</i>
*Collision (\$25. per vehicle)	200.00 ✓ <i>pel</i>
Damage up to \$300. - \$ 50. deductible	
Damage over 300. - 100. deductible	
Boiler and Pressure Vessel Insurance	-0-
Workers' Compensation	-0-
Other	-0-
Umbrella - Auto & Liability	809.00 ✓ <i>pel</i>

TOTAL

\$10,497.00

Mistake
10,479.00

Auto Insurance - *pel*
8-25-83

2289 - ~~5137.00~~ \$1337.00
Boys' Choir \$ 228.00
\$ 1565.00

Please make checks payable to:

FRANCISCAN FRIARS
1500 34TH AVENUE
OAKLAND, CA 94601

PROVINCIAL OFFICE
1500 - 34th Avenue
Oakland, California, 94601

*Automobile Physical Damage administered by Father Martial Luebke, O.F.M.

Property & Liabilities

9-30-83 \$ 3,000.00 (# 2367)

11 p. 596

INVOICE DATE: August 1, 1984
LOCATION NO.: 220

Rev. Mel Jurisich, OFM
St. Anthony's Seminary
2300 Garden Street
Santa Barbara, CA 93105

Property Insurance - <i>FIRE</i>	\$ 4,539.00	
General Liability Insurance	4,317.00	<i>1264.00</i>
Automobile Insurance	1,737.00	1,737.00
Automobile Physical Damage	-0-	<i>30</i>
*Comprehensive (\$10. per vehicle)	110.00	110.00
*Collision (\$25. per vehicle)	225.00	225.00
Damage up to \$300. - \$ 50. deductible		<i>200</i>
Damage over 300. - 100. deductible		
Boiler and Pressure Vessel Insurance	-0-	
Workers' Compensation	-0-	
Other	-0-	<i>847.00</i>
Umbrella - Auto & Liability	<i>250.00</i>	<i>973.00</i>
	<i>591.00 - Liability</i>	<i>847.00</i>
	<i>Auto</i>	<i>973.00</i>
		<i>11,022.00</i>
		<i>- 2500.00</i>
		<i>8522.00</i>
TOTAL	11,901.00	

72 Chev. PK
80 Citation - House
72 Ford Van
82 Chev.
82 Nissan
67 VW
78 Chev (McManus) - House
Automobile Physical Damage admin
84 Ford Van

~~Please make checks payable to:~~

FRANCISCAN FRIARS
1500 34TH AVENUE
OAKLAND, CA 94601

PROVINCIAL OFFICE
1500 - 34th Avenue
Oakland, California, 94601



FRANCISCAN FRIARS OF SANTA BARBARA

FATHER MEL JURISICH, O.F.M.
ST. ANTHONY'S SEMINARY
2300 GARDEN STREET
SANTA BARBARA, CA 93105

INVOICE DATE: 2-26-82

LOCATION: ST. ANTHONY'S SEMINARY

Property Insurance

General Liability Insurance

Automobile Insurance

*Automobile Physical Damage

Comprehensive (\$10. per vehicle)

Collision (\$25. per vehicle)

Damage up to \$300. - \$50. deductible

Damage over \$300. - \$100. deductible

Boiler and Pressure Vessel Insurance

Workers' Compensation

Other UMBRELLA LIABILITY

\$ 1,042.00

TOTAL

\$ 1,042.00

pd
\$1042.00
11768
June 3, 1982

Please make checks payable to:

FRANCISCAN FRIARS
2500 34TH AVENUE
OAKLAND, CA 94601

Mr, maybe the check book record could tell you what company was paid Alvin 5/99

*Automobile Physical Damage administered by Father Martial Luebke, O.F.M.

Charges and/or credits for vehicles acquired or disposed of
after April 1 will be adjusted on final audit at years end.

FFCI0061

EXHHIBIT C

The St Paul

Renewal Certificate

In return for your premium of \$ 88,742.
this certificate extends your Multicover
Policy # 688NB3108
from 6-1-82 to 6-1-83

Your policy is extended in its present form
except for any changes described below. You
will also receive the benefit of any changes
we've made in our standard policy forms that
broaden or extend your coverage without
increasing your premium.

Please remember that we've written this policy
in plain, easy-to-understand English. The words
you, your and yours mean the insured and his
or her business:

Franciscan Friars, of California, Etal
1500 34th Avenue
Oakland, CA 94601

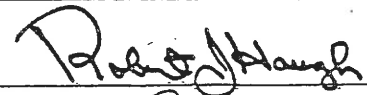
We, us, our and ours mean your insurance
company named on the Introduction page.

Policy changes

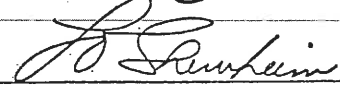
40013
40055
40054

This renewal certificate is signed by the President
and Secretary of the company named on the
Introduction page of your policy. One of our
authorized representatives must also countersign
this certificate before it's valid.

President's
Signature



Secretary's
Signature



Countersignature
Date

8-5-82

Agency at

San Francisco, CA

Authorized
Representative

40019 Ed. 7-77

File with Introduction

The St. Paul

Policy issued to

Franciscan Friars, Etal

Agreement or endorsement
takes effect

6-1-81

Policy number

688NB3108

It is hereby understood and agreed that the Named Insured is amended to read as follows:

- ✓Franciscan Friars of California, Inc.
- ✓Franciscan Friars of Arizona, Inc.
- ✓Franciscan Friars of Oregon, Inc.
- ✓Franciscan Friars of Washington, Inc.
- ✓St. Anthony Foundation, a Corporation
- ✓Franciscan Charities, Inc.
- ✓St. Anthony Dining Room, a Corporation
- ✓Adult Benevolent Association, a Corporation
- ✓Second Spring, Inc.
- ✓St. Anthony Farms, Inc.
- ✓Madonna Residence, Inc.
- ✓New Gate, A Non Profit Corporation
- Franciscan Renewal Center
- San Domiano Retreat
- St. Francis Retreat
- St. Anthony's Seminary ✓
- Serra Retreat for Laymen
- Old Mission- Santa Barbara
- St. Anthony's Retreat House
- Franciscan Center
- Franciscan School of Theology
- Mission San Luis Rey

INDO-CHINESE HOUSING DEVELOPMENT CORPORATION

And any Clergy, Member of Advisory Board, or Trustee while acting within the scope of their duties as such

Santa Barbara Boy's Choir
Tender Builders, Inc.

Effective 8-14-81, Tenderloin Neighborhood Development Corporation.

members of religious orders - employee + volunteers

This form must be signed only when
it's issued after the effective date of the Policy.

40015 Ed. 7-77 Printed in U.S.A.

Authorized
Representative

Insuring Agreement _____ Page 1 of 2

Endorsement number _____ to Insuring Agreement

Endorsement number _____ to General Rules.

©St. Paul Fire and Marine Insurance Company, 1977

The St. Paul

Comprehensive General Liability Protection

Policy issued to

Agreement takes effect

Policy number

How this agreement protects your business

We've designed this agreement to protect you and your business against two kinds of liability claims. Claims resulting from bodily injury to others. And claims resulting from damage to other people's property.

Limits of your coverage

Two limits apply to the amount we'll pay for claims. The maximum amount we'll pay for each accidental event covered under this agreement, no matter how many protected persons, injured parties, property owners or claims are involved. And the total limit we'll

pay for all accidental events that take place in a policy year. By policy year we mean each consecutive annual period of the policy. Each of the total limits shown below applies separately to each policy year. The total limits only apply to certain claims as explained on page 2 of this agreement.

	Each accidental event	Total limit
For bodily injury claims	\$ SEE	\$
For property damage claims	\$ ENDORSEMENT	\$

Property damage deductible

\$

You'll pay up to this amount for each property damage claim covered under this agreement. We'll pay anything over this amount up to the limits shown above. We can also pay the amount of your deductible to settle a claim against you. But if we do, you promise to pay us back as soon as you're notified of the settlement.

Optional exclusions

☐

Products and completed work

If this box is checked, you're not covered for any injury or damage caused by products or their packaging that you've manufactured, sold, or distributed after they're away from your premises and in the hands of the consumer. Nor for injury or damage caused by any work you've completed or had completed for you away from your premises once its been accepted by the consumer. And you're not covered for injury or damage that results when people rely on statements or warranties you've made about your products or work.

☒

Professional (See endorsement #3)

If this box is checked, you're not covered for injury or damage caused by the providing or withholding of professional services.

What this agreement covers

Your general liability protection covers you and other persons protected under this agreement against claims for bodily injury or damage to tangible property resulting from an accidental event. Bodily injuries resulting in sickness, disease or death, including damages for care and loss of services, are covered. So is the loss of use of tangible property.

We'll consider all bodily injury or property damage caused by continuous or repeated exposure to basically the same conditions to have been caused by one accidental event. However, for us to pay a claim, the accidental event must take place while this agreement is in effect and must be something you didn't expect or intend to happen.

This agreement must be signed only when it's issued after the effective date of the policy.

Authorized Representative

40152 Ed. 7-77 Printed in U.S.A.

Insuring Agreement 36.

Page 1 of 4.

Liability Coverage

The St. Paul

Additional benefits

We'll defend any suit brought against you for damages covered under this agreement, even if the suit is groundless or fraudulent. We have the right to investigate, negotiate and settle any suit or claim if that seems proper and wise.

We'll pay all costs of defending the suit, including interest on any judgment. But we won't defend a suit or pay any claim after the limits shown on page 1 of this agreement have been used up paying judgments or settlements.

However, we'll pay premiums for appeal bonds or to release property that's being used to secure a legal obligation, even if they exceed the policy limits. We'll also pay all reasonable costs you incur while helping us investigate or defend a claim or suit against you. This includes earnings you lose after we ask you to help us — up to \$50 a day.

And if you administer first aid to someone injured in an accidental event, we'll pay for these emergency expenses. However, the bodily injuries must be covered under this agreement.

How the total limit works

The total limit shown on page 1 of this agreement applies separately to each of the three types of claims listed below. This limit is the maximum amount we'll pay for all events that happen within a policy year. If no limits are shown in the total limit blanks they are the same as the limits for each accidental event. But not less than \$50,000.

Manufacturer — Contractor. The total limit applies to claims for property damage in a manufacturing or processing plant, a contractor's yard shop or warehouse, or while you're doing work away from your premises. We'll apply the total limit separately for each project done away from your premises.

Independent contractor. The total limit applies to claims for property damage from work done for you by independent contractors, including damage that results from your direct supervision of the work. The total limit also applies to property damage you've assumed liability for under any contract. But it does not apply to a contract for maintenance, repair or remodeling of a building you own or rent. Again, we'll apply the total limit separately to each project done away from your premises.

Products and completed work. The total limit applies to claims for bodily injury or property damage caused by products or their packaging that you've manufactured, sold, or distributed after they're away from your premises and in the hands of the consumer. Or for injury or damage caused by any work you've completed or had completed for you away from your premises once it's been accepted by the consumer. The total limit also applies to injury or damage that results when people rely on statements or warranties you've made about your products or work. We'll apply the total limit separately to bodily injury claims and separately to property damage claims.

Who is protected under this agreement

Here's a list of "protected persons" and the limitations on their coverage under this agreement.

1. If this policy is in your name alone, you and your spouse are protected against liabilities that result from conducting business as a sole proprietor.
2. If you purchased this policy in the name of a partnership or a joint venture, the partnership or joint venture is protected. Individual partners or members are also protected while they're acting for the partnership or joint venture.
3. If you obtained this policy in the name of some other type of organization — a corporation, for example — the organization is protected. Executive officers, directors and stockholders are also protected while they're acting for the organization.
4. If any organization or person, other than one of your employees, is acting as a real estate manager for you, that organization or person is protected.
5. If you operate mobile equipment in your business, such as road construction equipment or fork lifts, then:
 - Your employees are protected while they're using mobile equipment on public highways for your work.
 - Other persons or organizations are also protected while using mobile equipment registered to you, provided they had your permission. They're not protected, however, if other valid and collectible insurance is available to cover the liability.

But we won't insure against: Injuries caused by fellow employees. Damage to property you own, rent or control caused by mobile equipment. Or damage to property owned, rented or controlled by the employer of anyone you let use your equipment.

The St. Paul

Mobile equipment includes land motor vehicles that don't have to be licensed. Those designed for use off public roads or used exclusively on your premises and roads adjacent to your premises. And land motor vehicles designed to move special equipment. For example — well drilling rigs, power cranes, and concrete mixers that remain on a job site.

Where you're protected

You and other protected persons are covered for events that take place in the United States or in Canada. And for events that take place in international waters or air space, as long as you're not traveling to or from another state of the United States, or to or from another country.

You're also covered anywhere in the world when the event is caused by one of your products that was sold for use within the United States or Canada. But the original suit for damages must be brought within the United States or Canada.

Liabilities we won't cover

Total Exclusions

We won't cover any of the following liabilities, even if they're assumed under a contract or agreement.

Nuclear energy liability. We won't cover any liability for which you are covered under a nuclear energy liability policy issued by one of the specialized groups. Or would have been covered if the insurance liability limit hadn't been used up.

We won't cover any liability resulting from radioactive, toxic, explosive, or other hazardous properties of nuclear material, if:

1. You are required by law to maintain financial protection for nuclear events. Or are entitled, or would have been entitled had this policy not been issued, to indemnity for nuclear events from the United States of America.

2. The nuclear material is at, or at any time discharges from, any nuclear facility you own, operate, or have operated for you by others.

Some examples of nuclear facilities are:

- Nuclear reactors.
- Enrichment plants.
- Fuel or spent fuel handling or processing plants.
- Waste handling, storage, or disposal facilities.
- Any location containing more than 25 grams of plutonium or uranium 233 combined, or more than 250 grams of uranium 235.

3. The nuclear material is contained in spent fuel or waste you or others acting for you, have at any time possessed, transported or disposed of.

We won't cover any liability for property damage to a nuclear facility located in the United States or Canada when the liability arises out of services

or materials you furnished to the facility. This includes liability for all forms of radioactive contamination. And we won't cover any liability that arises out of services or materials you furnish to any nuclear facility located outside the United States or Canada.

Workers' compensation. We won't cover any obligations that protected persons or their insurance companies have under workers' compensation, disability benefits or similar laws.

Product recall. We won't cover any losses associated with the recall or withdrawal of your products from the market for any reason. Nor will we cover any losses resulting from the recall or withdrawal of any work you've completed or had completed for you. Or of any item of which your products or work forms a part.

Damage to your products or work. We won't cover damage to your products caused by the products themselves or by any of their parts. Nor will we cover damage to your work or work done for you that's caused by the work itself or by materials or equipment connected with it. For example, we won't cover damage to an air conditioner that results because you improperly manufactured it.

Business risk. We won't cover any loss of use of tangible property that hasn't been physically injured when the loss of use is caused by your failure to live up to a contract or by the failure of your products or work to live up to your promises. But we will cover any loss to tangible property that's caused by sudden or accidental damage or destruction of your products or work after they've been used by another person.

Pollution. We won't cover liability claims for injury or damage caused by the continuous or intentional discharge or release of pollutants such as: Smoke. Vapors. Soot. Fumes. Acids. Alkalis. Toxic chemicals, liquids or gases. Or waste materials. But we will cover sudden accidents involving these pollutants.

Radioactive isotopes. We won't cover liability claims for injury or damage caused by the intentional disposal of radioactive isotopes or any related waste material.

Liquor liability. We won't cover anyone in the liquor business — including companies or corporations — against liabilities for violation of any law or regulation concerning alcoholic beverages. This exclusion applies to those in the business of manufacturing, distributing, selling or serving alcoholic beverages. Nor will we cover them against liability claims for selling, serving or giving away alcoholic beverages. For example, to a minor or drunk patron.

THE ST. PAUL

Moreover, we won't cover liability claims for violation of any alcoholic beverage laws brought against any protected persons who allow premises they own or rent to be used by people in the liquor business.

Snowmobiles. We won't cover liabilities arising from the use of snowmobiles or snowmobile trailers.

Contractual exclusions

We won't cover any of the following liabilities that you or any other protected person assume under a contract or agreement:

Employees. We won't cover any liabilities assumed under a contract or agreement between you and your employees or their representatives to pay for bodily injuries your employees receive on the job.

Professional services. We won't cover any liabilities assumed under a contract or agreement to pay for injury or damage caused by an architect, engineer or surveyor in the performance of professional services. Or in the failure to perform them.

Public authorities. If you contracted to do a project for public authority, we won't cover any liability claims brought against you by someone not a party to the contract when the claim is based on a provision of that contract. But we will protect you if you're sued by the public authority or by someone else engaged in the project.

Specific exclusions

We won't cover the following liabilities except in the specified situations noted below.

Employer's liability. We won't cover bodily injuries to anyone employed by you or any other protected person unless they're assumed under a contract or agreement that's not excluded above.

Control of property. We won't cover damage to property you or any other protected persons own, rent, occupy, use or physically control. Nor will we be responsible for any damage to premises you've sold or transferred to someone else. However, we will cover property you use or control that you've assumed liability for under a written sidetrack agreement. And damage caused by an elevator on your premises is also covered — but not damage to the elevator itself.

Aircraft — Autos. We won't cover injury or damage caused by aircraft or autos that are owned, maintained, operated, used, loaded or unloaded by any protected persons or their employees. Or that they assumed responsibility for under any contract — for example, a car rental agreement. But they are covered for liability under a warranty of fitness or quality of your products or work. Autos include cars, trucks, trailers and other land

vehicles designed for travel on public roads. But not mobile equipment.

We'll also cover the parking of autos on your premises or adjacent roads, provided the auto isn't owned, rented or borrowed by you or any other protected person.

Mobile equipment. We won't protect against injury or damage caused by mobile equipment while it's being used in a race, a speed or demolition contest, or for stunts. Or in practice for such events. Nor will we cover liability claims for injury or damage caused by mobile equipment while it's being transported by an auto that's owned, operated, rented or borrowed by you or any other protected person.

If you have other insurance

This agreement is primary insurance unless changed by endorsement. If you have other insurance that is excess or contingent, it won't affect our payment under this agreement. Excess insurance applies after your primary coverage has been used up. Contingent insurance applies only when you have no other coverage.

When this agreement and other collectible insurance both apply to a loss on the same primary, excess, or contingent basis, our payment may be different.

Here's how it's figured if your other insurance provides for contribution by equal shares. Each policy including this agreement will share your loss equally until it's paid; or until each share equals the lowest limit of any of the policies. If that won't cover your loss, the remaining policies will contribute equally until your whole loss is paid or until each has paid its full limit. For example:

You have a \$60,000 loss. The limit of our liability is \$25,000, but you have two other policies that cover your loss and provide for contribution by equal shares. Policy A's limit is \$15,000 and Policy B's limit is \$35,000. First, we figure out how much we'd have to pay if each contributed equally until your whole loss was covered or we each paid the limit of Policy A. That works out to \$15,000. Three \$15,000 payments wouldn't cover your loss, so we have to figure out how much we'd have to pay if this agreement and Policy B contributed equally until your whole loss was paid or we each reached our liability limits. Since the unpaid portion of the loss would be \$15,000, we'd each pay another \$7,500 without reaching our liability limits. Our total payment under this agreement would be \$22,500.

If your other insurance doesn't provide for contribution by equal shares, our calculations will be different. We'll pay the same proportion of your loss, that our limit is of the total of all applicable policy limits. But we won't pay more than our limit.

The St. Paul

Single Limit of Liability Endorsement

Policy issued to

Endorsement takes effect

Policy number

What this endorsement does

We've designed this endorsement to provide a single limit of your coverage under your Comprehensive General Liability Protection Agreement. All other terms of this agreement remain the same.

Limit of your coverage

\$ 500,000.

This is the most we'll pay for the combined total of all bodily injury and property damage claims that result from any one accidental event. This amount is also your total limit.

It's the most we'll pay for the combined total of all bodily injury and property damage claims subject to your total limit. How the total limit works is explained on page 2 of your agreement.

This endorsement is not effective until it's signed by our authorized representative.

Authorized Representative

40100 1-7-77 Printed in U.S.A.

Endorsement number 1 to Insuring Agreement 36.

The St. Paul

General Liability Broadening Endorsement

Policy issued to

FRANCISCAN FRIABS, ETAL

Endorsement takes effect

6-1-81

Policy number

688 NB 3108

What this endorsement does

We've designed this endorsement to broaden your coverage under your Comprehensive General Liability Protection Agreement. We've done this by adding some coverages and by changing or replacing parts of your agreement. All other terms of your agreement remain the same.

Personal injury liability

This section adds protection for you and your business against personal injury liability claims that result from certain offenses committed in the course of your business. Although personal injury is usually thought of as physical injury, it can also mean an invasion of someone's rights. This coverage protects you and other protected persons against claims for damages resulting from the personal injuries described below.

False arrest. You're protected against claims for damages as a result of false arrest, detention or imprisonment or malicious prosecution. (By malicious prosecution we mean a legal proceeding begun with the intention of causing harm.)

Libel — slander. You're protected against claims for damages as a result of libel or slander (injuring a person's reputation by making defamatory written or spoken statements) or other written or spoken statements that harm a person's reputation or violate the right of privacy.

Wrongful entry. You're protected against claims for damages as a result of interference with a person's right to occupy his or her property undisturbed. This includes an unjustified eviction or an unjustified entry onto the property.

☒ Coverage for employment related claims

If this box is checked we'll cover certain employment related claims but only for those personal injuries described above. See the "Employment claims" section on page 2 of this endorsement.

Limit of your coverage. The limit for each accidental event shown on page 1 of your agreement is the maximum amount we'll pay

for all personal injury claims covered under this endorsement. This limit applies no matter how many claims are made or protected persons or injured parties are involved. If your policy is issued for more than one year, the limit applies to each year separately.

When and where you're protected. For this personal injury coverage section only, the "where you're protected" section on page 2 of your agreement is replaced by the following material.

For us to pay, the claim you become liable for must be based on an incident that happened in the course of your business activities and while this coverage was in effect. And the incident must have taken place in the United States, its territories or possessions, or in Canada.

Who is protected. For this personal injury coverage section only, the "who is protected" section on page 2 of your agreement is replaced by the following material.

Here's a list of "protected persons" and the limitations on their coverage under your personal injury coverage.

- If this policy is in your name alone, you and your spouse are protected against liabilities that result from conducting business as a sole proprietor.
- If this policy is in the name of a partnership or joint venture, the partnership or joint venture is protected. Individual partners or members are also protected while they're acting for the partnership or joint venture. But if the policy is in the name of a partner or member, we'll cover claims only against the partner or member and not against the partnership or joint venture.

This endorsement must be signed only when it's issued after the effective date of the policy.

Authorized Representative

40153 Ed. 7-77 Printed in U.S.A.

AMENDED

Endorsement number _____ to Insuring Agreement 36.

Page 1 of 3.

The St. Paul

• If this policy is in the name of some other type of organization — a corporation, for example — the organization is protected. Executive officers, directors and stockholders are also protected while they are acting for the organization.

Personal injury liabilities we won't cover

Your personal injury liability protection won't cover any of the following liabilities.

Contractual liability. We won't cover any liability you've assumed under a contract or agreement.

Deliberate offense. We won't cover personal injury that results from an intentional violation of the law which you committed or consented to.

Employment claims. We won't cover claims made by anyone because of personal injury related to his or her employment or application for employment by you, unless you have chosen such coverage. If you have, this is indicated by an X in the box labeled "Coverage for Employment Related Claims;" on page 1 of this endorsement. Either way, personal injury doesn't include any offense related to discrimination or unfair employment practices by any protected person.

Advertising liability. We won't pay damages if the libel, slander or violation of privacy occurred in statements you made in your advertising, or in any broadcasts or telecasts you made. Nor will we pay if the statement (or the first of a series of similar statements) was made before this agreement went into effect. Finally, we won't pay if you knowingly made a false statement about any organization or business enterprise, or its products or services or if you told someone else to make such a statement.

Broad form property damage coverage including completed work

This section expands your property damage liability protection under your agreement.

Control of property. The "control of property" exclusion on page 4 of your agreement is replaced by the following material.

We won't cover damage to property you or other protected persons own, rent, occupy, or hold for sale or safekeeping. We won't cover

damage to property you control and plan to use in construction; or to tools and equipment while you're using them. Nor will we be responsible for damage to property that's on your premises to be worked on. Or for damage to premises you've sold or transferred to someone else.

We won't cover damage to that particular part of any property away from your premises caused by the part itself. Or damage that occurs while the part is being worked on by you or others working for you. Or the repair or replacement of the part because of your faulty workmanship or that of others working for you. For example, if a valve on a pressure tank fails while you're testing it and the tank explodes, only damage to the valve is not covered.

However, we'll cover property you use or control that you've assumed liability for under a written sidetrack agreement. And damage caused by an elevator on your premises is also covered — but not damage to the elevator itself.

Damage to your products or work. The "damage to your products or work" exclusion on page 3 of your agreement is replaced by the following material.

We won't cover damage to your products caused by the products themselves or by any of their parts. Nor will we cover damage to your work or work done for you, that's caused by the work itself or by materials or equipment connected with it. For example: We won't cover damage to an air conditioner that results because you improperly manufactured or installed it.

But we will cover liability claims for damage to your completed work when the damage is caused by work done for you by others, a subcontractor for example. By completed work, we mean work you've finished away from your premises after it's been used or accepted by the consumer.

We'll also cover claims for damage to the work of others that's caused by your completed work. Say for example, you constructed a building as a general contractor. The building is accepted by the owner. Later it is damaged by a fire caused by a faulty air conditioner you installed. You're not covered for damage to your completed

The St. Paul

General Liability Broadening Endorsement

Policy issued to

Endorsement takes effect

Policy number

What this endorsement does

We've designed this endorsement to broaden your coverage under your Comprehensive General Liability Protection Agreement. We've done this by adding some coverages and by changing or replacing parts of your agreement. All other terms of your agreement remain the same.

☒ Personal injury liability

This section adds protection for you and your business against personal injury liability claims that result from certain offenses committed in the course of your business. Although personal injury is usually thought of as physical injury, it can also mean an invasion of someone's rights. This coverage protects you and other protected persons against claims for damages resulting from the personal injuries described below.

☒ **False arrest.** You're protected against claims for damages as a result of false arrest, detention or imprisonment or malicious prosecution. (By malicious prosecution we mean a legal proceeding begun with the intention of causing harm.)

☒ **Libel — slander.** You're protected against claims for damages as a result of libel or slander (injuring a person's reputation by making defamatory written or spoken statements) or other written or spoken statements that harm a person's reputation or violate the right of privacy.

☒ **Wrongful entry.** You're protected against claims for damages as a result of interference with a person's right to occupy his or her property undisturbed. This includes an unjustified eviction or an unjustified entry onto the property.

☒ Coverage for employment related claims

If this box is checked we'll cover certain employment related claims but only for those personal injuries described above. See the "Employment claims" section on page 2 of this endorsement.

Limit of your coverage. The limit for each accidental event shown on page 1 of your agreement is the maximum amount we'll pay

for all personal injury claims covered under this endorsement. This limit applies no matter how many claims are made or protected persons or injured parties are involved. If your policy is issued for more than one year, the limit applies to each year separately.

When and where you're protected. For this personal injury coverage section only, the "where you're protected" section on page 2 of your agreement is replaced by the following material.

For us to pay, the claim you become liable for must be based on an incident that happened in the course of your business activities and while this coverage was in effect. And the incident must have taken place in the United States, its territories or possessions, or in Canada.

Who is protected. For this personal injury coverage section only, the "who is protected" section on page 2 of your agreement is replaced by the following material.

Here's a list of "protected persons" and the limitations on their coverage under your personal injury coverage.

- If this policy is in your name alone, you and your spouse are protected against liabilities that result from conducting business as a sole proprietor.

- If this policy is in the name of a partnership or joint venture, the partnership or joint venture is protected. Individual partners or members are also protected while they're acting for the partnership or joint venture. But if the policy is in the name of a partner or member, we'll cover claims only against the partner or member and not against the partnership or joint venture.

This endorsement must be signed only when it's issued after the effective date of the policy.

Authorized Representative

40153 Ed. 7-77 Printed in U.S.A.

Endorsement number 2 to Insuring Agreement 36.

The St. Paul

• If this policy is in the name of some other type of organization — a corporation, for example — the organization is protected. Executive officers, directors and stockholders are also protected while they are acting for the organization.

Personal injury liabilities we won't cover

Your personal injury liability protection won't cover any of the following liabilities.

Contractual liability. We won't cover any liability you've assumed under a contract or agreement.

Deliberate offense. We won't cover personal injury that results from an intentional violation of the law which you committed or consented to.

Employment claims. We won't cover claims made by anyone because of personal injury related to his or her employment or application for employment by you, unless you have chosen such coverage. If you have, this is indicated by an X in the box labeled "Coverage for Employment Related Claims," on page 1 of this endorsement. Either way, personal injury doesn't include any offense related to discrimination or unfair employment practices by any protected person.

Advertising liability. We won't pay damages if the libel, slander or violation of privacy occurred in statements you made in your advertising, or in any broadcasts or telecasts you made. Nor will we pay if the statement (or the first of a series of similar statements) was made before this agreement went into effect. Finally, we won't pay if you knowingly made a false statement about any organization or business enterprise, or its products or services or if you told someone else to make such a statement.

Broad form property damage coverage including completed work

This section expands your property damage liability protection under your agreement.

Control of property. The "control of property" exclusion on page 4 of your agreement is replaced by the following material:

We won't cover damage to property you or other protected persons own, rent, occupy, or hold for sale or safekeeping. We won't cover

damage to property you control and plan to use in construction; or to tools and equipment while you're using them. Nor will we be responsible for damage to property that's on your premises to be worked on. Or for damage to premises you've sold or transferred to someone else.

We won't cover damage to that particular part of any property away from your premises caused by the part itself. Or damage that occurs while the part is being worked on by you or others working for you. Or the repair or replacement of the part because of your faulty workmanship or that of others working for you. For example, if a valve on a pressure tank fails while you're testing it and the tank explodes, only damage to the valve is not covered.

However, we'll cover property you use or control that you've assumed liability for under a written sidetrack agreement. And damage caused by an elevator on your premises is also covered — but not damage to the elevator itself.

Damage to your products or work. The "damage to your products or work" exclusion on page 3 of your agreement is replaced by the following material.

We won't cover damage to your products caused by the products themselves or by any of their parts. Nor will we cover damage to your work or work done for you, that's caused by the work itself or by materials or equipment connected with it. For example: We won't cover damage to an air conditioner that results because you improperly manufactured or installed it.

But we will cover liability claims for damage to your completed work when the damage is caused by work done for you by others, a subcontractor for example. By completed work, we mean work you've finished away from your premises after it's been used or accepted by the consumer.

We'll also cover claims for damage to the work of others that's caused by your completed work. Say for example, you constructed a building as a general contractor. The building is accepted by the owner. Later it is damaged by a fire caused by a faulty air conditioner you installed. You're not covered for damage to your completed

The St. Paul

work — the air conditioner you installed. But you are covered for claims for damages to work done by subcontractors. On the other hand, if the faulty air conditioner had been installed by a subcontractor, you'd be covered for claims for damages to your work as well as that of the subcontractor.

Other insurance. Additional protection provided by this broad form property damage coverage is excess over any property insurance you can collect on. We won't pay until all Builders Risk, Installation, or similar coverage (including deductibles) has been used up.

Tenants fire liability coverage

This section adds protection against claims for fire or explosion damage to that portion of property you rent or occupy.

Limit of your coverage. \$25,000 is the most we'll pay under this coverage for each accidental event no matter how many protected persons, property owners or claims are involved.

Liabilities we won't cover. We won't cover any liability you or any other protected person have assumed under any contract or agreement. The "Nuclear energy liability" exclusion on page 3 of your agreement also applies to this tenants fire liability section. None of the other exclusions in your agreement or this endorsement apply to this section.

World wide products coverage

Under this section, you're protected against claims for products you've sold anywhere in the world. For this world wide products coverage section only, the "Where you're protected" section on page 2 of your agreement is replaced by the following material.

Where you're protected. You and other protected persons are covered for events that take place in the United States, its territories and possessions, or in Canada. And for events that take place in international waters or air space, as long as you're not traveling to or from another state of the United States or to or from another country. You're also covered anywhere in the world when the event is caused by one of your products. But the original suit for damages must be brought within the United States or Canada.

Host liquor liability coverage

This section adds protection for you and your business against liability for damages that result from serving or giving alcoholic beverages. Bodily injury claims including those for loss of support are covered. So are property damage claims.

You're covered when you or someone acting for you serves or gives away the alcoholic drinks. But you're not covered if you're in the business of manufacturing, distributing, selling or serving alcoholic beverages.

Mental anguish coverage

This section adds protection for you and your business by expanding the term bodily injury to include mental anguish. Mental anguish is covered even if no physical injury or illness takes place. This change applies to both your agreement and the coverages added by this endorsement.

Protection for your employees coverage

This section adds protection for your employees. They are now protected persons under your comprehensive general liability agreement. Your employees are only protected while on duty working for you.

Limits on employee protection. We won't cover your employees for the following liability claims:

- Claims for injury or damage which takes place off the job.
- Claims for injury to you, a partner or member of a covered joint venture.
- Claims for job-related injuries to fellow employees.
- Claims for damage to property you, a partner, member of a covered joint venture or fellow employee own, use, rent or control.
- Claims for injury or damage covered under the incidental professional coverage of this endorsement.

Incidental professional coverage

Under this section, you're protected against claims for injuries that result from the providing or withholding of professional services by any physician, dentist or nurse you employ. But we won't protect the doctor or nurse.

The employers liability exclusion on page 4 of your agreement won't apply to this coverage.

The St. Paul

Policy issued to

Agreement or endorsement
takes effect

Policy number

The Professional box that was checked on your Comprehensive General Liability Protection means that we won't cover you when you give or fail to give professional services including medical, dental, x-ray, nursing or cosmetic treatments. We also won't cover you when you give food or beverages along with this treatment, or when you dispense drugs, supplies, or appliances. Nor will we cover you when you handle dead bodies or perform autopsies.

To St. Paul

rec'd

This form must be signed only when
it's issued after the effective date of the Policy.

40015 Ed. 7-77 Printed in U.S.A.

Authorized
Representative

Insuring Agreement _____ Page 1 of 1
Endorsement number 3 to Insuring Agreement 36
Endorsement number _____ to General Rules.

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The St. Paul

Policy issued to

Agreement or endorsement
takes effect

Policy number

Cross Liability

This endorsement changes your:
Comprehensive General Liability Protection

How Your Coverage is Changed

Except for the limits of your coverage, we'll protect each person or organization named in the Introduction as if a separate policy had been issued for each. But we won't increase the limits of your coverage no matter how many protected persons are involved.

Other Terms

All other terms of your policy remain the same.

This form must be signed only when
it's issued after the effective date of the Policy.

40015 Ed. 7-77 Printed in U.S.A.

Authorized
Representative

Insuring Agreement _____ Page 1 of 1
Endorsement number 4 to Insuring Agreement 36
Endorsement number _____ to General Rules.

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The St. Paul

Products Exception Endorsement

Policy issued to

Endorsement takes effect

Policy number

What this endorsement does

This endorsement changes your coverage under your Comprehensive General Liability Agreement. You're now covered for injury or damage caused by your products or their containers. You're also covered when people rely on promises or warranties you've made about your products. Furthermore, the total limits shown on page 1 of your agreement don't apply to losses caused by these products.

However, this extra coverage only applies to products or their containers that you or others using your name manufacture, sell or distribute in connection with your business locations or operations described below. If the Products — Completed work exclusion on page 1 of your agreement is checked, it continues to apply to all other products.

Description of business locations or operations

St. Anthony's Dining Room - restaurant
101 - 135 Golden Gate
San Francisco

Other terms

All other terms of your Comprehensive General Liability Protection Agreement remain the same.

This endorsement must be signed only when it's issued after the effective date of the policy.

Authorized Representative

40097 Ed. 7-77 (G 610) Printed in U.S.A.

Endorsement number 5 to Insuring Agreement 36.



REPORT OF AUDIT

ADDITIONAL PREMIUMS ARE DUE
UPON RECEIPT OF THIS REPORT.

COMPENSATION POLICY NO.	LIABILITY POLICY NO.	FROM	AUDIT PERIOD TO	BILLING DATE
	688NB3108	6-1-81	6-1-82	9-2-82

INSURED:

FRANCISCAN FRIARS, ETAL

AUDITED AMOUNT	RATES		CODE	CLASSIFICATIONS - LOCATIONS	EARNED PREMIUM	
	W. COMP.	LIABILITY			W. COMP.	LIABILITY
				<u>PRODUCTS</u>		
839,996.		.049 .056	09901	<i>St. Francis Friars</i>		41. 47.
-0-		.341 .050	58161			-0- -0-
83,399.		.486 .391	59993			41. 33.

RECEIVED
SEP 07 1982

HEFFERNAN KEILER &
DOBLE INC.

TO

HEFFERNAN, KEILER & DOBLE, INC.
P. O. BOX 7443
SAN FRANCISCO, CALIFORNIA 94120

TOTAL PREMIUM DEVELOPED BY THIS AUDIT.		162.
PREM. PREVIOUSLY CHARGED		413.
ADDITIONAL PREMIUM		
RETURN PREMIUM	<i>Inv. #122882</i>	251.

003

The St. Paul

Premium Adjustment Endorsement

Policy issued to

FRANCISCAN FRIARS, ETAL

Endorsement takes effect

6-1-81

Policy number

688NB3108

What this endorsement does

This endorsement enables us to adjust the annual premium for your Comprehensive General Liability agreement at the end of the policy year. The table below lists your rating classifications, rates, and estimated exposure to risks, like payroll and sales figures. We've used this information to develop your estimated premium for the year beginning 6-1-81.

How to read this table

Rates - premium. The rates and premiums in this table are based on these limits of our liability. Bodily injury _____, Physical damage _____ or single limit \$500,000.

(b) Receipts. (c) Sales. (d) Cost. (e) _____ (f) _____.

Exposure code. The code letter before each figure in the exposure column indicates what the figure is. Here are the codes: (a) Payroll.

Rate code. The code number before each rate in the rate column indicates the unit of exposure the rate is applied to. Here are the codes: (1) Per \$100. (2) Per \$1000. (3) Per _____ (4) Per _____. For example (1) .10 means the rate is 10 cents per \$100 of exposure.

Classification	Rates		Estimated exposure	Premium charged		Minimum premium	
	B.I.	P.D.		B.I.	P.D.	B.I.	P.D.
Farm Products 01901	2)	.049 .056	b) 100,000	5.	5.		
Restaurant Products 58161 ✓	2)	.341 .050	B) 800,000	272.	44		
2nd Hand Goods Store Products ✓ 59993	2)	.486 .391	45,000	48.	39.		

How we'll figure your premium

At the end of the policy year we'll make an audit to determine your actual exposure to risk. Then we'll apply the rates shown in the table to your actual exposure figures developed by the audit. This will determine the premium we've earned. If our earned premium is less

than we charged, you'll get credit for the difference. If it's more, you'll pay us the balance. But you won't pay less than the minimum premiums shown in the table. All other terms of your agreement will remain the same.

This endorsement must be signed only when it's issued after the effective date of the policy.

Authorized Representative

40054 Ed. 7-77 Printed in U.S.A.

Amended

Endorsement number 6 to Insuring Agreement 36

The St. Paul

Premium Adjustment Endorsement

Policy issued to

FRANCISCAN FRIARS, ETAL

Endorsement takes effect

6-1-81

Policy number

688NB3108

What this endorsement does

This endorsement enables us to adjust the annual premium for your Comprehensive General Liability agreement at the end of the policy year. The table below lists your rating classifications rates, and estimated exposure to risks, like payroll and sales figures. We've used this information to develop your estimated premium for the year beginning 6-1-81.

How to read this table

Rates - premium. The rates and premiums in this table are based on these limits of our liability. Bodily injury _____
Physical damage _____ or
single limit \$500,000

(b) Receipts. (c) Sales. (d) Cost. (e) _____
(f) _____

Rate code. The code number before each rate in the rate column indicates the unit of exposure the rate is applied to. Here are the codes: (1) Per \$100. (2) Per \$1000. (3) Per _____
(4) Per _____ For example (1) .10 means the rate is 10 cents per \$100 of exposure.

Exposure code. The code letter before each figure in the exposure column indicates what the figure is. Here are the codes: (a) Payroll.

Classification	Rates		Estimated exposure	Premium charged		Minimum premium	
	B.I.	P.D.		B.I.	P.D.	B.I.	P.D.
Farm Products 01901	2)	.049 .056	b) 100,000	5.	5.		
Restaurant Products 58161	2)	.341 .050	B) 800,000	272.	44		
2nd Hand Goods Store Products 59993	2)	.486 .391	45,000	48.	39.		

Sent revised audit to St. Paul 11-22-81

How we'll figure your premium

At the end of the policy year we'll make an audit to determine your actual exposure to risk. Then we'll apply the rates shown in the table to your actual exposure figures developed by the audit. This will determine the premium we've earned. If our earned premium is less

than we charged, you'll get credit for the difference. If it's more, you'll pay us the balance. But you won't pay less than the minimum premiums shown in the table. All other terms of your agreement will remain the same.

This endorsement must be signed only when it's issued after the effective date of the policy.

Authorized Representative

40054 Ed. 7-77 Printed in U.S.A.

Amended

Endorsement number 6 to Insuring Agreement 36

Page 1 of 1.

The St. Paul

Premium Adjustment Endorsement

Policy issued to

Endorsement takes effect

Policy number

What this endorsement does

This endorsement enables us to adjust the annual premium for your Comprehensive General Liability agreement at the end of the policy year. The table below lists your rating classifications rates, and estimated exposure to risks, like payroll and sales figures. We've used this information to develop your estimated premium for the year beginning 6-1-81.

How to read this table

Rates - premium. The rates and premiums in this table are based on these limits of our liability. Bodily injury _____
Physical damage _____ or
single limit \$500,000.

Exposure code. The code letter before each figure in the exposure column indicates what the figure is. Here are the codes: (a) Payroll.

(b) Receipts. (c) Sales. (d) Cost. (e) _____
(f) _____

Rate code. The code number before each rate in the rate column indicates the unit of exposure the rate is applied to. Here are the codes: (1) Per \$100. (2) Per \$1000. (3) Per _____
(4) Per _____. For example (1) .10 means the rate is 10 cents per \$100 of exposure.

Classification	Rates		Estimated exposure	Premium charged		Minimum premium	
	B.I.	P.D.		B.I.	P.D.	B.I.	P.D.
Farm Products 01901	⁰⁴⁹ 2) .097	⁰⁵⁶ .115b)	100,000	5.	5.		
Restaurant Products 58161	³⁴¹ 2) .682	⁰⁵³ .110b)	800,000	272.	44		
2nd Hand Goods Store Products 59993	⁴⁸⁴ 2) .974	³⁹¹ .784b)	45,000	48.	39.		

How we'll figure your premium

At the end of the policy year we'll make an audit to determine your actual exposure to risk. Then we'll apply the rates shown in the table to your actual exposure figures developed by the audit. This will determine the premium we've earned. If our earned premium is less

than we charged, you'll get credit for the difference. If it's more, you'll pay us the balance. But you won't pay less than the minimum premiums shown in the table. All other terms of your agreement will remain the same.

This endorsement must be signed only when it's issued after the effective date of the policy.

Authorized Representative

40054 Ed. 7-77 Printed in U.S.A.

Endorsement number 6 to Insuring Agreement 36

The St. Paul

Policy issued to	Agreement or endorsement takes effect	Policy number
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ANIMAL COLLISION ENDORSEMENT

In consideration of an additional premium, it is agreed that this policy covers loss by death of any cattle, horses or hybrid thereof, hog, sheep, or goat owned by an Insured caused by collision during the policy period between such animal and vehicle not owned or operated by an Insured or any employee thereof, if such collision occurs while such animal is within a public highway and is not being transported.

The insurance afforded by this endorsement is limited to the market value of the animal at the time of loss, not exceeding \$400. per animal.

The coverage afforded by this endorsement applies only to occurrences during the policy period.

This form must be signed only when it's issued after the effective date of the Policy.

40015 Ed. 7-77 Printed in U.S.A.

Authorized Representative

Insuring Agreement _____ Page 1 of _____
Endorsement number 7 to Insuring Agreement 36
Endorsement number _____ to General Rules.

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The St. Paul

Policy issued to

FRANCISCAN PRIARS, ETAL

Agreement or endorsement
takes effect

8-14-81

Policy number

688NB3108

WHAT THIS ENDORSEMENT DOES:

THIS ENDORSEMENT INCLUDES COMPREHENSIVE GENERAL LIABILITY COVERAGE FOR THE FOLLOWING ADDITIONAL PREMISES:

421 LEEVENWORTH STREET, SAN FRANCISCO, CA

474 - 480 EDDY STREET, SAN FRANCISCO, CA

Tenderloin Neigh.

Inv. # 92981-012 - 4,559 -

CGI - Leavenworth - 668 -
11 - Eddy 594 -

This form must be signed only when
it's issued after the effective date of the Policy.

40015 Ed. 7-77 Printed in U.S.A.

Authorized
Representative

Insuring Agreement _____ Page 1 of ____
Endorsement number 6 to Insuring Agreement 1
Endorsement number _____ to General Rules.

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The St. Paul

Policy issued to

FRANCISCAN PRIARS, ETAL

Agreement or endorsement
takes effect

10-1-81

Policy number

682NB3108

WHAT THIS ENDORSEMENT DOES:

THIS ENDORSEMENT INCLUDES COMPREHENSIVE GENERAL LIABILITY COVERAGE FOR THE
FOLLOWING ADDITIONAL PREMISES:

44 MC ALLISTER STREET, SAN FRANCISCO, CA.

Tenderloin Neigh.

Inv. # 92981-013 - 4,666

CGI Prem. 1,751⁰⁰

This form must be signed only when
it's issued after the effective date of the Policy.

40015 Ed. 7-77 Printed in U.S.A.

Authorized
Representative

Insuring Agreement _____ Page 1 of _____

Endorsement number 9 to Insuring Agreement

Endorsement number _____ to General Rules.

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The St. Paul

Policy issued to

FRANCIS SAN PRIARS, ETAL

Agreement or endorsement
takes effect

12-18-81

Policy number

688NB3108

WHAT THIS ENDORSEMENT DOES:

THIS ENDORSEMENT AMENDS THE NAMED INSURED TO INCLUDE:

INDO-CHINESE HOUSING DEVELOPMENT CORPORATION

**THIS ENDORSEMENT INCLUDES COMPREHENSIVE GENERAL LIABILITY FOR THE
FOLLOWING ADDITIONAL PREMISES:**

340 EDDY STREET, SAN FRANCISCO, CA

This form must be signed only when
it's issued after the effective date of the Policy.

40015 Ed. 7-77 Printed in U.S.A.

Authorized
Representative

Insuring Agreement _____ Page 1 of ____

Endorsement number 10 to Insuring Agreement 36

Endorsement number 2 to General Rules.

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The St. Paul

Premium Adjustment Endorsement

Policy issued to

Franciscan Friars, Etal

Endorsement takes effect

6-1-82

Policy number

688HB3108

What this endorsement does

This endorsement enables us to adjust the annual premium for your Comprehensive General Liability agreement at the end of the policy year. The table below lists your rating classifications rates, and estimated exposure to risks, like payroll and sales figures. We've used this information to develop your estimated premium for the year beginning 6-1-82.

How to read this table

Rates - premium. The rates and premiums in this table are based on these limits of our liability. Bodily injury _____, Physical damage _____ or single limit 500,000.

(b) Receipts. (c) Sales. (d) Cost. (e) _____ (f) _____.

Exposure code. The code letter before each figure in the exposure column indicates what the figure is. Here are the codes: (a) Payroll.

Rate code. The code number before each rate in the rate column indicates the unit of exposure the rate is applied to. Here are the codes: (1) Per \$100. (2) Per \$1000. (3) Per _____ (4) Per _____. For example (1) .10 means the rate is 10 cents per \$100 of exposure.

Classification	Rates		Estimated exposure	Premium charged		Minimum premium	
	B.I.	P.D.		B.I.	P.D.	B.I.	P.D.
Farm Products 01901	2) .103	.110	b)100,000.	5.	5.		
Restaurant Products 58161	2) .984	.035	b)800,000.	394.	15.		
2nd hand goods store products 59993	2)1.025	.751	45,000.	52.	38.		

How we'll figure your premium

At the end of the policy year we'll make an audit to determine your actual exposure to risk. Then we'll apply the rates shown in the table to your actual exposure figures developed by the audit. This will determine the premium we've earned. If our earned premium is less

than we charged, you'll get credit for the difference. If it's more, you'll pay us the balance. But you won't pay less than the minimum premiums shown in the table. All other terms of your agreement will remain the same.

This endorsement must be signed only when it's issued after the effective date of the policy.

Authorized Representative _____

40054 Ed. 7-77 Printed in U.S.A.

Endorsement number 11 to Insuring Agreement 26

Page 1 of 1.

The St. Paul

Medical Payments Protection For Your Business

Policy issued to

Agreement takes effect

Policy number

How this agreement protects your business

We've designed this agreement to protect you and your business against claims for medical expenses resulting from accidental bodily injury to others.

Limits of your coverage

There are two limits on what we'll pay for claims under this agreement. The maximum amount we'll pay for medical expenses to each person in an accident and the total amount we'll pay for all medical expenses resulting from each accident are shown below.

medical payments under one or more other agreements. If this is the case, we'll pay claims only up to the highest limit of coverage which applies. For instance, if the limit under this agreement is \$25,000 for each accident and the limits under other agreements are \$10,000 and \$15,000, we'll pay up to \$25,000 but no more than this.

Your Multicover Policy may provide coverage for

	Each person	Each accident
For bodily injury claims	\$ 1,000.	\$ 10,000.

What this agreement covers

We'll pay for all reasonable medical expenses that are incurred within one year of the date of the accident, up to the limits shown above. By "reasonable medical expenses" we mean expenses for necessary medical, surgical, x-ray, dental services and for artificial limbs and organs, and necessary ambulance, hospital, professional nursing and funeral services.

But in order for us to pay a claim:

- the accident must be as a result of a condition on the premises you own or rent or on adjacent roads or walks or as a result of your business activities.
- the accident must happen while this agreement is in effect.
- the accident must take place in the United States, its territories or possessions, or in Canada.

Medical reports and examinations

The injured person must give us written proof of his or her claim as soon as possible, and must agree to make the claim under oath if we think it is necessary. We must also receive an authorization allowing us to obtain medical reports and copies of records. The injured person

must agree to be examined by doctors of our choosing as often as we decide, within reason. We'll reduce the amount we pay on the claim by whatever we pay for these services. The fact that we make payments to any injured person for these services doesn't mean you've admitted responsibility for his or her injury.

Injury to particular persons

Although this agreement gives you broad protection, we cannot cover injuries to certain people.

- We won't cover injury to you or to any of your partners.
- We won't cover injury to any employee of yours injured in the course of his or her employment.
- We won't cover injury to any tenants who live on your premises. But we will cover injury to commercial tenants unless the injury takes place on the part of the premises they rent from you.
- We won't cover employees of tenants injured in the course of their employment. Employees of tenants who don't live on your premises are not covered if they're injured in the course of their employment and on the part of the premises their employers rent from you.

This agreement must be signed only when it's issued after the effective date of the policy.

Authorized Representative

40024 Ed. 7-77 Printed in U.S.A.

Insuring Agreement 46.

Page 1 of 2.
General Liability

The St. Paul

- We won't cover injury to anyone who repairs, maintains, demolishes or builds new structures on your property or adjacent roads.
- We won't cover injury to anyone taking part in an athletic activity.

Injuries we won't cover

We won't cover any of the following injuries, except where noted:

Aircraft — Automobiles — Boats. We won't cover injury caused by aircraft, automobiles or boats that are owned, maintained, operated, used, loaded or unloaded by any protected persons or their employees. Automobiles include cars, trucks, trailers, and other land vehicles designed for travel on public roads. We will, however, cover the parking of an automobile on your premises or adjacent roads, provided the automobile isn't owned, rented or borrowed by you or anyone else protected under this agreement. We'll also cover boat-related injury if it happens while the boat is ashore on your premises or adjacent roads.

Snowmobiles. We won't cover injuries arising from the use of snowmobiles or snowmobile trailers.

Mobile equipment. We won't cover injury caused by mobile equipment while it's being used in a race, a speed or demolition contest, or for stunts — or in practice for such events. Nor will we cover injury caused by mobile equipment while it's being transported by an automobile that's owned, operated, rented or borrowed by you or any other protected person.

Mobile equipment includes land motor vehicles which don't have to be licensed and which are designed for use off public roads or used exclusively on your premises and roads adjacent to your premises — such as golf carts and lawn mowers. Mobile equipment also includes land motor vehicles designed to move special equipment — for example, well-drilling rigs, power cranes, and concrete mixers that remain on a job site.

Products and completed work. We won't cover any injury caused by products or their packaging that you've manufactured, sold or distributed after they're in the hands of the consumer. Nor will we cover injury caused by any work you've completed or had completed for you away from your premises once it's been accepted by the consumer, or injury caused by people relying on statements or warranties you've made about your products or work.

Independent contractors. We'll cover injury caused by independent contractors in two cases only: First, if the contractor was maintaining or repairing your premises or adjacent roads; second, if the contractor was making structural alterations on your buildings other than changing their size or moving them.

Liquor liability. We won't cover anyone in the liquor business — including companies or corporations — against injury resulting from the violation of any law or regulation concerning alcoholic beverages. This exclusion applies to those in the business of manufacturing, distributing, selling or serving alcoholic beverages. Nor will we cover them against injury for selling, serving or giving away alcoholic beverages. For example, to a minor or drunk patron.

Moreover, we won't cover injury for violation of any alcoholic beverage laws brought against any protected persons who allow premises they own or rent to be used by people in the liquor business.

Workers' compensation. We won't cover any obligations that protected persons or their insurance companies have under workers' compensation or disability benefits laws or similar laws.

In-house services. We won't pay you for any in-house medical services you provide for injury.

Nuclear energy liability. We won't cover injury resulting from radioactive, toxic, explosive or other hazardous properties of nuclear material.

EXHIBIT D

UNIVERSAL
ACCOUNT
POLICY

GREAT AMERICAN INSURANCE COMPANIES

ADMINISTRATIVE OFFICE
580 WALNUT ST., CINCINNATI, OH. 45202

Insurance is afforded by Company ☒ below:

- ☐ GREAT AMERICAN INSURANCE COMPANY
☒ AMERICAN NATIONAL FIRE INSURANCE COMPANY
☐ AGRICULTURAL INSURANCE COMPANY
☐ AMERICAN ALLIANCE INSURANCE COMPANY

SUMMARY

Item	DECLARATIONS	POLICY NUMBER	UAP	119-40-96																																																													
1.	<p>NAMED INSURED</p> <p>and P. O. Address</p> <p>(Number, Street, Town, County, State & Zip No.)</p> <p>The Named Insured is: <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other:</p>	<p>FRANCISCAN FATHERS OF CALIFORNIA, INC. %REV. VIRGIL CORDANO, OLD MISSION LOS OLIVOS & LAGUNA ST. SANTA BARBARA, CALIF.</p>		<p>PREVIOUS POLICY NO. OR INSURER</p> <p>NEW</p>																																																													
2.	<p>Policy Period: 12 OT STANDARD TIME AT LOCATION OF DESCRIBED PROPERTY</p> <p>PRODUCER: Agent or Broker</p>	<p>From: 6-25-78</p>	<p>To: 6-25-81</p>																																																														
3.	<p>Sub-Producer</p> <p>Locations of all premises owned, rented or controlled (ENTER "SAME" IF SAME AS ITEM 1.) by named insured:</p> <p>Part occupied by named insured</p> <p>Business of the named insured is</p>	<p>OGILVY, GILBERT, NORRIS & HILL</p> <p>OLD MISSION CHURCH</p> <p>ENTIRE</p> <p>CHURCH & MONASTERY</p>																																																															
4.	<p>Insurance is provided with respect to those coverages for which a limit of liability is shown below and a premium charged, as shown in Item 5, subject to all of the terms and conditions of this policy including forms and endorsements made a part hereof:</p> <table border="1"> <thead> <tr> <th>PART I - Property Coverage</th> <th>Limit of Liability</th> <th>Applicable Form(s)</th> </tr> </thead> <tbody> <tr> <td>Building(s)</td> <td>\$ 500,000.</td> <td>PER 8203D</td> </tr> <tr> <td>Contents</td> <td>\$ 25,000.</td> <td>PER 8203D</td> </tr> <tr> <td>Time Element</td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td></td> </tr> <tr> <th>PART II - Liability Coverage</th> <th>Limits of Liability</th> <th>Applicable Form(s)</th> </tr> <tr> <td>A. Bodily Injury Liability</td> <td>\$,000 each person \$,000 each occurrence \$,000 aggregate</td> <td rowspan="3">PER FORMS</td> </tr> <tr> <td>B. Property Damage Liability</td> <td>\$,000 each occurrence \$,000 aggregate</td> </tr> <tr> <td></td> <td>\$</td> </tr> <tr> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td></td> </tr> <tr> <th>PART III - Supplemental Coverage(s)</th> <th>Limit of Liability</th> <th>Applicable Form(s)</th> </tr> <tr> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td></td> </tr> <tr> <td></td> <td>\$</td> <td></td> </tr> </tbody> </table>				PART I - Property Coverage	Limit of Liability	Applicable Form(s)	Building(s)	\$ 500,000.	PER 8203D	Contents	\$ 25,000.	PER 8203D	Time Element	\$			\$			\$			\$			\$		PART II - Liability Coverage	Limits of Liability	Applicable Form(s)	A. Bodily Injury Liability	\$,000 each person \$,000 each occurrence \$,000 aggregate	PER FORMS	B. Property Damage Liability	\$,000 each occurrence \$,000 aggregate		\$		\$			\$			\$		PART III - Supplemental Coverage(s)	Limit of Liability	Applicable Form(s)		\$			\$			\$			\$			\$	
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7.	<p>The Total Provisional Premium is \$ 2,186.00 and is payable \$ 2,186.00 at inception, and \$ 13D at each anniversary.</p>																																																																

UNIVERSAL ACCOUNT POLICY

NEW AMERICAN
INSURANCE COMPANIES

COMPREHENSIVE GENERAL LIABILITY FORM

Policy No. UAP

with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements and subject to the limits of liability, exclusions, conditions and other terms of this policy:

Insuring Agreements

COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

Coverage A. bodily injury or

Coverage B. property damage

this insurance applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if the allegations of the suit are groundless, false or fraudulent, and make such investigation and settlement of any claim or suit as it is expedient, but the company shall not be obligated to pay any claim or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

SUPPLEMENTARY PAYMENTS

company will pay, in addition to the applicable limit of liability:

expenses incurred by the company, all costs taxed against the

insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

EXCLUSIONS

insurance does not apply:

liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of

any automobile or aircraft owned or operated by or rented, or loaned to the named insured, or

any other automobile or aircraft operated by any person in the course of his employment by the named insured;

this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the premises immediately adjoining, if such automobile is not owned by or rented or loaned to the named insured;

bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the

bodily injury or property damage occurs away from premises owned by, rented to or controlled by the named insured; but this exclusion does

not apply to bodily injury or property damage included within the products hazard or the completed operations hazard or resulting from operations performed for the named insured by independent contractors or to liability assumed by the insured under an incidental contract;

bodily injury or property damage due to war, whether or not declared, or war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

liability assumed by the insured under an incidental contract, or expenses for first aid under the Supplementary Payments provision;

bodily injury or property damage for which the insured or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic

beverages or as an owner or lessor of premises used for such purposes, reason of the selling, serving or giving of any alcoholic beverage

in violation of any statute, ordinance or regulation, or to a minor,

to a person under the influence of alcohol, or to a person whose conduct causes or contributes to the intoxication of any person,

any obligation for which the insured or any carrier as his insurer

may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(h) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured; but this exclusion does not apply to liability assumed by the insured under an incidental contract;

(i) to property damage to

(1) property owned or occupied by or rented to the insured,

(2) property used by the insured, or

(3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of any elevator at premises owned by, rented to or controlled by the named insured;

(j) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(k) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;

(l) to property damage to the named insured's products arising out of such products or any part of such products;

(m) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(n) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(o) to property damage included within:

(1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x";

(2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c";

(3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u";

A. Under any Liability Coverage, to bodily injury or property damage

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

III PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated

and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,

(i) an employee of the named insured while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

(1) bodily injury to any fellow employee of such person injured in the course of his employment, or

(2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

IV LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of the company for all damages because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

Subject to the above provisions respecting "each person" and "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declaration as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B—For the purpose of determining the limit of the company's liability, also bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

V POLICY PERIOD; TERRITORY

This insurance applies only to bodily injury or property damage which occurs during the policy period within the policy territory.

Definitions

used in this policy (including endorsements forming a part hereof):

Automobile means a land motor vehicle, trailer or semi-trailer designed to travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

Bodily injury means bodily injury, sickness or disease sustained by any person;

Collapse hazard includes "structural property damage" as defined herein and property damage to any other property at any time resulting from "structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work, shoring work or (2) moving, shoring, underpinning, raising or demolition of building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under any incidental contract;

Completed operations hazard includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or ended and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

when all operations to be performed by or on behalf of the named insured under the contract have been completed;

when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or

when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or repair or replacement because of any defect or deficiency, but are otherwise complete, shall be deemed completed.

Completed operations hazard does not include bodily injury or property damage arising out of

operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,

the existence of tools, uninstalled equipment or abandoned or unused materials, or

operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

Damages includes damages for death and for care and loss of services arising from bodily injury and damages for loss of use of property resulting from property damage;

Elevator means any hoisting or lowering device to connect floors or levels, whether or not in service, and all appliances thereof including any platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist at a platform outside a building if without mechanical power or if not used to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

Explosion hazard includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, conveyors, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"Incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement.

"Insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"Mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors; pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"Named insured" means the person or organization named in Item 1. of the declarations of this policy;

"Named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"Occurrence" means an accident, including injurious exposure to conditions, which results, during the policy period, in bodily injury or property damage neither expected nor intended from the standpoint of the insured.

"Policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"Products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"Property damage" means injury to or destruction of tangible property;

"Underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

Conditions

Premium. All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum pre-applicable to the insurance afforded herein.

Advance premium. The premium designated in this policy as "advance premium" is a deposit in advance only which shall be credited to the amount of the earned premium at the end of the policy period. At the close of each period (or part thereof) terminating with the end of the policy period designated in the policy, as the audit period, the earned premium shall be computed for that period and, upon notice thereof to the named insured, shall become payable. If the total earned premium for the policy period is less

than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times as may be required by the policy or as the company may direct.

Inspection and Audit. The company may, at any time, cause an agent to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an admission of liability or for the benefit of the named insured.

Property

Liability

fit of the **named insured** or others, to determine or warrant that such property or operations are safe.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **insured** agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit.

(a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable. The **named insured** shall promptly take at his expense all reasonable steps to prevent other **bodily injury** or **property damage** from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.

(b) If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of **bodily injury** or **property damage** with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not

be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation. In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery therefor against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after loss to prejudice such rights.

8. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company.

9. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the **named insured** shall die, such insurance as is afforded by this policy shall apply (1) to the **named insured's** legal representative, as the **named insured**, but only while acting within the scope of his duties as such, and (2) with respect to the property of the **named insured**, to the person having proper temporary custody thereof, as **insured**, but only until the appointment and qualification of the legal representative.

10. Three Year Policy. If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.

11. Cancellation. This policy may be cancelled by the **named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

If the **named insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations. By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.



GREAT AMERICAN INSURANCE COMPANIES

property

liability

property

California Standard Form Fire Insurance Policy

1 19-40-96

NEW

POLICY NO.



**GREAT AMERICAN
INSURANCE COMPANIES**

ADMINISTRATIVE OFFICE: 580 WALNUT STREET
CINCINNATI, OHIO 45202

(Each a Capital Stock Corporation, herein called this Company)

Insurance is afforded by Company initiated:

- ☐ GREAT AMERICAN INSURANCE COMPANY
☐ AMERICAN ALLIANCE INSURANCE COMPANY
XX AMERICAN NATIONAL FIRE INS.

- FRANCISCAN FATHERS OF CALIFORNIA, INC.
% REV. VIRGIL CORDANO, OLD MISSION
LOS OLIVOS & LAGUNA ST.
SANTA BARBARA, CALIF.

6-25-78

6-25-81

3

Inception (Mo. Day Yr.)

Expiration (Mo. Day Yr.)

Years

important that the written portions of all policies covering the same property read exactly alike. If they do not, they should be made uniform at once.
ANCE IS PROVIDED AGAINST ONLY THOSE PERILS AND FOR ONLY THOSE COVERAGES INDICATED BELOW BY A PREMIUM CHARGE AND AGAINST OTHER PERILS AND FOR
OTHER COVERAGES ONLY WHEN ENDORSED HEREON OR ADDED HERETO.

DESCRIPTION AND LOCATION OF PROPERTY COVERED

Show address (No., Street, City, County, State, Zip Code), construction, type of roof and occupancy of building(s) covered or containing property covered. If occupied as a dwelling state if building is a seasonal or farm dwelling. If commercial state exact nature of product (and whether manufacturer, wholesaler or retailer) or the service or activity involved. Show location only if not clearly identified by mailing address above.

Pro-
tection
Class

Dwelling Business Only

No. of Families Feet From Hydrant Miles From Fire Dept. Zone

\$500,000. ON CLASS "C" BUILDING OCCUPIED AS MISSION & CHURCH
SITUATED: LOS OLIVOS & LAGUNA ST.
SANTA BARBARA, CALIF.

\$ 25,000. ON CONTENTS USUAL TO ITEM #1.

PERIL(S) INSURED AGAINST AND COVERAGE(S) PROVIDED (INSERT NAME OF EACH)	Per Cent of Co-Insurance Applicable	Deductible Amount	Amount of Insurance	Rate	Prepaid or Installment Premium Due At Inception	Installment Premium Due At Each Anniversary
FIRE AND LIGHTNING	80%	100	\$ 500,000.	INCL.	\$ INCL.	\$ T
EXTENDED COVERAGE	80%	100	x x x x x x x	INCL.	INCL.	B
W/R	80%	100	500,000.	INCL.	INCL.	D
FIRE	80%	100	25,000.	INCL.	INCL.	T
CE	80%	100	xxxxxxxx	INCL.	INCL.	B
						D
TOTAL(S)					\$ INCL.	\$ INCL.
TOTAL PREMIUM FOR POLICY TERM PAID IN INSTALLMENTS					\$	TBD

to Form No(s). 78DNS, 202SDNS, ISO-100

INSERT FORM NUMBER(S) AND EDITION DATE(S)

attached hereto.

Age Clause: Subject to the provisions of the mortgage clause attached hereto, loss, if any, on building items, shall be payable to:

INSERT NAME(S) OF MORTGAGEE(S) AND MAILING ADDRESS(ES)

7-11-78

Countersignature Date

SANTA BARBARA, CALIF.

Agency at

OGILVY, GILBERT, NORRIS & HILL

Agent

CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO AND OF the above specified dollars premium, this company, for the term specified above from inception date shown above 12:01 a.m. (Standard Time) to expiration date shown above 12:01 a.m. (Standard Time) at location property involved, to an amount not exceeding the above specified dollars, does insure the insured named above and legal representatives, to the extent of actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law requiring construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the amount of the insured, against all LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere. Assignment of this policy shall not be valid except with the written consent of this company. This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy with such other provisions, stipulations and agreements as may be added hereto as provided in this policy.

1 Concealment, fraud. This entire policy shall be void if, whether
 2 before or after a loss, the insured has wilfully concealed or mis-
 3 represented any material fact or circumstance concerning this
 4 insurance or the subject thereof, or the interest of the insured
 5 therein, or in case of any fraud or false swearing by the insured
 6 relating thereto.

7 Uninsurable and excepted property. This policy shall not cover
 8 accounts, bills, currency, deeds, evidences of debt, money or
 9 securities; nor, unless specifically named hereon in writing,
 10 bullion or manuscripts.

11 Perils not included. This company shall not be liable for loss by
 12 fire or other perils insured against in this policy caused, directly
 13 or indirectly, by: (a) enemy attack by armed forces, including
 14 action taken by military, naval or air forces in resisting an actual
 15 or an immediately impending enemy attack; (b) invasion;
 16 (c) insurrection; (d) rebellion; (e) revolution; (f) civil war;
 17 (g) usurped power; (h) order of any civil authority except acts
 18 of destruction at the time of and for the purpose of preventing the
 19 spread of fire, provided that such fire did not originate from any
 20 of the perils excluded by this policy; (i) neglect of the insured to
 21 use all reasonable means to save and preserve the property at
 22 and after a loss, or when the property is endangered by fire in
 23 neighboring premises; (j) nor shall this company be liable for
 24 loss by theft.

25 Other insurance. Other insurance may be prohibited or the
 26 amount of insurance may be limited by endorsement attached
 27 hereto.

28 Conditions suspending or restricting insurance. Unless otherwise
 29 provided in writing added hereto this company shall not be liable
 30 for loss occurring (a) while the hazard is increased by any
 31 means within the control or knowledge of the insured; or (b)
 32 while a described building, whether intended for occupancy by
 33 owner or tenant, is vacant or unoccupied beyond a period of
 34 60 consecutive days; or (c) as a result of explosion or riot,
 35 unless fire ensue, and in that event for loss by fire only.

36 Other perils or subjects. Any other peril to be insured against
 37 or subject of insurance to be covered in this policy shall be by
 38 endorsement in writing hereon or added hereto.

39 Added provisions. The extent of the application of insurance
 40 under this policy and of the contribution to be made by this com-
 41 pany in case of loss, and any other provision or agreement not in-
 42 consistent with the provisions of this policy, may be provided for
 43 in writing added hereto, but no provision may be waived except
 44 such as by the terms of this policy or by statute is subject to
 45 change.

46 Waiver provisions. No permission affecting this insurance shall
 47 exist, or waiver of any provision be valid, unless granted herein
 48 or expressed in writing added hereto. No provision, stipulation
 49 or forfeiture shall be held to be waived by any requirement or
 50 proceeding on the part of this company relating to appraisal or
 51 to any examination provided for herein.

52 Cancellation of policy. This policy shall be canceled at any time
 53 at the request of the insured, in which case this company shall
 54 upon demand and surrender of this policy, refund the excess of
 55 paid premium above the customary short rates for the expired
 56 time. This policy may be canceled at any time by this company
 57 by giving to the insured a five days' written notice of cancellation
 58 with or without tender of the excess of paid premium above the
 59 pro rata premium for the expired time, which excess, if not ten-
 60 dered, shall be refunded on demand. Notice of cancellation
 61 shall state that said excess premium (if not tendered) will be
 62 refunded on demand.

63 Mortgagee interests and obligations. If loss hereunder is made
 64 payable, in whole or in part, to a designated mortgagee not
 65 named herein as the insured, such interest in this policy may be
 66 canceled by giving to such mortgagee a 10 days' written notice
 67 of cancellation.

If the insured fails to render proof of loss such mortgagee, upon
 69 notice, shall render proof of loss in the form herein specified
 70 within sixty (60) days thereafter and shall be subject to the pro-
 71 visions hereof relating to appraisal and time of payment and of
 72 bringing suit. If this company shall claim that no liability existed
 73 as to the mortgagor or owner, it shall, to the extent of payment
 74 of loss to the mortgagee, be subrogated to all the mortgagee's
 75 rights of recovery, but without impairing mortgagee's right to
 76 sue; or it may pay off the mortgage debt and require an assign-
 77 ment thereof and of the mortgage. Other provisions relating to
 78 the interests and obligations of such mortgagee may be added
 79 hereto by agreement in writing.

80 Pro rata liability. This company shall not be liable for a
 81 greater proportion of any loss than the amount hereby insured
 82 shall bear to the whole insurance covering the property against
 83 the peril involved, whether collectible or not.

84 Requirements in case loss occurs. The insured shall give writ-
 85 ten notice to this company of any loss without unnecessary de-
 86 lay, protect the property from further damage, forthwith sepa-
 87 rate the damaged and undamaged personal property, put it in
 88 the best possible order, furnish a complete inventory of the de-
 89 stroyed, damaged and undamaged property, showing in detail
 90 quantities, costs, actual cash value and amount of loss claimed.
 91 and within 60 days after the loss, unless such time is extended
 92 in writing by this company, the insured shall render to this com-
 93 pany a proof of loss, signed and sworn to by the insured, stating
 94 the knowledge and belief of the insured as to the following: the
 95 time and origin of the loss, the interest of the insured and of all
 96 others in the property, the actual cash value of each item thereof
 97 and the amount of loss thereto, all encumbrances thereon, all
 98 other contracts of insurance, whether valid or not, covering any
 99 of said property, any changes in the title, use, occupation, loca-
 100 tion, possession or exposures of said property since the issuing of
 101 this policy, by whom and for what purpose any building herein
 102 described and the several parts thereof were occupied at the
 103 time of loss and whether or not it then stood on leased ground,
 104 and shall furnish a copy of all the descriptions and schedules in
 105 all policies and, if required and obtainable, verified plans and
 106 specifications of any building, fixtures or machinery de-
 107 stroyed or damaged. The insured, as often as may be reason-
 108 ably required, shall exhibit to any person designated by this
 109 company all that remains of any property herein described, and
 110 submit to examinations under oath by any person named by this
 111 company, and subscribe the same; and, as often as may be rea-
 112 sonably required, shall produce for examination all books of
 113 account, bills, invoices and other vouchers, or certified copies
 114 thereof if originals be lost, at such reasonable time and place as
 115 may be designated by this company or its representative, and
 116 shall permit extracts and copies thereof to be made.

117 Appraisal. In case the insured and this company shall fail to
 118 agree as to the actual cash value or the amount of loss, then, on
 119 the written demand of either, each shall select a competent and
 120 disinterested appraiser and notify the other of the appraiser
 121 selected within 20 days of such demand. The appraisers
 122 shall first select a competent and disinterested umpire, and fail-
 123 ing for 15 days to agree upon such umpire, then, on request of
 124 the insured or this company, such umpire shall be selected by a
 125 judge of a court of record in the state in which the property cov-
 126 ered is located. The appraisers shall then appraise the loss,
 127 stating separately actual cash value and loss to each item, and,
 128 failing to agree, shall submit their differences, duly stated, to the um-
 129 pire. An award in writing, so itemized, of any loss when filed
 130 with this company shall determine the amount of actual cash
 131 value and loss. Each appraiser shall be paid by the party
 132 selecting him and the expenses of appraiser and umpire shall
 133 be paid by the parties equally.

134 Company's options. It shall be optional with this company to
 135 take all, or any part, of the property at the agreed or appraised
 136 value and also to repair, rebuild or replace the property
 137 destroyed or damaged with other of like kind and quantity
 138 within a reasonable time, on giving notice of its intention so to
 139 do within 30 days after the receipt of the proof of loss herein
 140 required.

141 Abandonment. There can be no abandonment to this com-
 142 pany of any property.

143 When loss payable. The amount of loss for which this com-
 144 pany may be liable shall be payable 60 days after proof of
 145 loss, as herein provided, is received by this company and after
 146 payment of the loss is made either by agreement between the
 147 insured and this company expressed in writing or by the filing
 148 with this company of an award as herein provided.

149 Suit. No suit or action on this policy for the recovery of any
 150 claim shall be sustainable in any court of law or equity unless
 151 all the requirements of this policy shall have been complied
 152 with, and unless commenced within 12 months next after
 153 inception of the loss.

154 Subrogation. This company may require from the insured
 155 an assignment of all right of recovery against any party for
 156 loss to the extent that payment therefor is made by this
 157 company.

IN WITNESS WHEREOF, this company has executed and attested these presents; but this policy shall not be valid unless countersigned by the
 duly authorized agent of this company at the agency hereinbefore mentioned.

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BUILDING, EQUIPMENT, STOCK AND BLANKET FORM

(\$100 DEDUCTIBLE APPLICABLE)

Insurance attaches only to those items specifically described in this policy for which a specific amount is shown and, unless otherwise provided, all conditions of this form and the provisions of the policy to which it is attached shall apply separately to each item covered.

DEDUCTIBLE CLAUSE: THE SUM OF \$100 SHALL BE DEDUCTED FROM THE AMOUNT WHICH WOULD OTHERWISE BE RECOVERABLE FOR EACH LOSS SEPARATELY OCCURRING TO PROPERTY COVERED HEREUNDER FROM FIRE, LIGHTNING OR OTHER PERILS INSURED AGAINST BY THIS POLICY, INCLUDING ENDORSEMENTS THERETO, AND THIS COMPANY SHALL BE LIABLE ONLY FOR ITS PROPORTION OF SUCH EXCESS. THIS DEDUCTIBLE SHALL APPLY SEPARATELY TO EACH BUILDING (OR STRUCTURE) INCLUDING ITS CONTENTS; SEPARATELY TO CONTENTS IN EACH BUILDING (OR STRUCTURE) IF SUCH BUILDING (OR STRUCTURE) IS NOT COVERED HEREUNDER; AND SEPARATELY TO ALL PERSONAL PROPERTY IN THE OPEN.

THIS CLAUSE DOES NOT APPLY TO PROPERTY OR PERILS SUBJECT TO A DEDUCTIBLE GREATER THAN \$100 BY THE PROVISIONS OF ANY FORM OR ENDORSEMENT ATTACHED TO THIS POLICY.

This clause does not apply to insurance covering Business Interruption, Tuition Fees, Extra Expense, Additional Living Expense, Rental Value or Leasehold Interest.

A. DESCRIPTION OF COVERAGE

When the insurance under this policy covers "Building," "Equipment," "All Property" or "Stock", such insurance shall cover in accordance with the following definitions, ALL SUBJECT TO THE SPECIFIC EXCLUSIONS AND MODIFICATIONS PROVIDED ELSEWHERE IN THIS POLICY:

BUILDING: Building or structure in its entirety, including all fixtures and machinery used for the service of the building itself, provided such fixtures and machinery are contained in or attached to and constitute a part of the building; additions in contact therewith; platforms, chutes, conveyors, bridges, trestles, canopies, gangways, and similar exterior structures attached thereto and located on the described premises, provided, that if the same connect with any other building or structure owned by the named Insured, then this insurance shall cover only such portion of the same situate on the described premises as lies between the building covered under this policy and a point midway between it and such other building or structure; also (a) awnings, signs, door and window shades and screens, storm doors and storm windows; (b) cleaning and fire fighting apparatus; (c) janitors' supplies, tools and implements; (d) materials and supplies intended for use in construction, alterations or repairs of the building. Provided, however, that property described in (a), (b), (c) and (d) immediately above must be, at the time of any loss, (1) the property of the named Insured who is the owner of the building; and (2) used for the maintenance or service of the building; and (3) contained in or attached to the building; and (4) not specifically covered under an item other than the "Building" item of this or any other policy.

EQUIPMENT: Equipment and personal property of every description, and, provided the described building is not owned by the named Insured, "IMPROVEMENTS AND BETTERMENTS." THIS COVERAGE DOES NOT INCLUDE "STOCK" AS DEFINED BELOW NOR PROPERTY COVERED UNDER THE "BUILDING" ITEM OF THIS OR ANY OTHER POLICY.

ALL PROPERTY (BLANKET): All property of an insurable nature, both real and personal, now existing or hereafter acquired, EXCEPT "STOCK" AS DEFINED BELOW.

STOCK: Stock of goods, wares and merchandise of every description, manufactured, unmanufactured, or in process of manufacture; materials and supplies which enter into the manufacture, packing, handling, shipping and sale of same; advertising materials; all being the property of the named Insured, or sold but not removed (it being understood that the value of stock sold but not removed shall be the Insured's selling price and that such value shall be considered as actual cash value in the application of any clauses forming a part of this policy); and the Insured's interest in materials, labor and charges furnished, performed on or incurred in connection with the property of others.

B. EXTENSIONS OF COVERAGE

1. ON-PREMISES: Personal property of the kind and nature covered under any item hereof shall be covered under the respective item (a) while in, on, or under sidewalks, streets, platforms, alleyways or open spaces, provided such property (1) is located within fifty (50) feet of the described "Building," or (2) in the case of materials and supplies intended for use in construction, alterations or repairs of the described "Building," is located within one hundred (100) feet of said "Building"; and (b) while in or on cars and vehicles within three hundred (300) feet of the described "Building"; and (c) while in or on barges and scows or other vessels within one hundred (100) feet of the described premises. PROVIDED THAT PROPERTY COVERED BY MARINE, INLAND MARINE OR TRANSPORTATION INSURANCE OF ANY KIND, SHALL NOT BE COVERED UNDER THIS EXTENSION CLAUSE. The word "premises" is substituted above for the word "Building" if property in more than one building is covered blanket under one amount of insurance.

2. OFF-PREMISES: (Applicable only when the eighty per cent (80%) or higher Coinsurance Clause [Average Clause] applies) The Insured may apply up to two percent (2%) of the amount of insurance, BUT NOT EXCEEDING FIVE THOUSAND DOLLARS (\$5,000.00), to cover the described property, OTHER THAN MERCHANDISE OR STOCK (RAW, IN PROCESS, OR FINISHED), while temporarily removed from the described premises for purposes of cleaning, repairing, reconstruction or restoration.

THIS EXTENSION OF COVERAGE SHALL: (a) NOT APPLY TO DWELLING OR FARM PROPERTY; (b) NOT APPLY TO PROPERTY IN TRANSIT NOR TO PROPERTY ON ANY PREMISES OWNED, LEASED, OPERATED OR CONTROLLED BY THE INSURED; (c) NOT APPLY EXCEPT AS EXCESS OVER THE AMOUNT DUE FROM ANY OTHER INSURANCE COVERING THE PROPERTY, WHETHER COLLECTIBLE OR NOT; AND (d) IN NO WISE INURE DIRECTLY OR INDIRECTLY TO THE BENEFIT OF ANY CARRIER OR OTHER BAILEE.

3. PROPERTY OF OTHERS: To the extent that the named Insured shall be liable by law for loss thereto or shall prior to loss have specifically assumed liability therefor, any item of this policy covering on personal property shall also cover property of the kind and nature described in such item, at the location(s) herein indicated, held in trust, or on consignment or commission, or on joint ownership, or left for storage or repairs.

(a) WATER, OR SPRAY FROM ANY OF THE FOREGOING, ALL WHETHER DRIVEN BY WIND OR NOT;

(b) WATER WHICH BACKS UP THROUGH SEWERS OR DRAINS;

(c) WATER BELOW THE SURFACE OF THE GROUND INCLUDING THAT WHICH ENTERS THROUGH WALLS, BASEMENT OR OTHER FLOORS, THROUGH CHIMNEYS, SIDINGS, DRIVEWAYS, FOUNDATIONS, WINDOWS OR ANY OTHER OPENINGS IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS OR FLOORS;

AND LOSS BY EXPLOSION AS INSURED AGAINST HEREUNDER.

liability

**SPECIAL EXTENDED COVERAGE ENDORSEMENT**

(For Use Only With Building, Improvements and Betterments, and Time Element Coverages.)

(With Respect to Any Item(s) of This Policy to Which This Endorsement Applies, the Extended Coverage Endorsement (if any) Attached to This Policy is Superseded by This Endorsement.)

PARAGRAPH
NO.

1. **COVERAGE:** In consideration of the premium for this coverage, as shown on the first page of this policy, and subject to the provisions herein and in the policy to which this endorsement is attached including endorsements thereon, THIS POLICY IS EXTENDED TO INSURE AGAINST ALL OTHER RISKS OF DIRECT PHYSICAL LOSS, EXCEPT AS HEREINAFTER PROVIDED.

2. EXCLUSIONS:**THIS POLICY DOES NOT INSURE AGAINST LOSS—**

A. BY WEAR AND TEAR, DETERIORATION, RUST OR CORROSION, MOULD, WET OR DRY ROT; INHERENT OR LATENT DEFECT; SMOG; SMOKE, VAPOR OR GAS FROM AGRICULTURAL OR INDUSTRIAL OPERATIONS; MECHANICAL BREAKDOWN, INCLUDING RUPTURE OR BURSTING CAUSED BY CENTRIFUGAL FORCE; SETTling, CRACKING, SHRINKAGE, BULGING OR EXPANSION OF PAVEMENTS, FOUNDATIONS, WALLS, FLOORS, ROOFS OR CEILINGS; ANIMALS, BIRDS, VERMIN, TERMITES OR OTHER INSECTS; UNLESS LOSS BY A PERIL NOT EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

B. CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY EARTH MOVEMENT, INCLUDING BUT NOT LIMITED TO EARTHQUAKE, LANDSLIDE, MUDFLOW, EARTH SINKING, EARTH RISING OR SHIFTING; UNLESS LOSS BY FIRE OR EXPLOSION NOT EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

C. CAUSED BY, RESULTING FROM, CONTRIBUTED TO OR AGGRAVATED BY ANY OF THE FOLLOWING—

(1) FLOOD, SURFACE WATER, WAVES, TIDAL WATER OR TIDAL WAVE, OVERFLOW OF STREAMS OR OTHER BODIES OF WATER, OR SPRAY FROM ANY OF THE FOREGOING, ALL WHETHER DRIVEN BY WIND OR NOT;

(2) WATER WHICH BACKS UP THROUGH SEWERS OR DRAINS;

(3) WATER BELOW THE SURFACE OF THE GROUND INCLUDING THAT WHICH EXERTS PRESSURE ON OR FLOWS, SEEPS OR LEAKS THROUGH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS, BASEMENT OR OTHER FLOORS, OR THROUGH DOORS, WINDOWS OR ANY OTHER OPENINGS IN SUCH SIDEWALKS, DRIVEWAYS, FOUNDATIONS, WALLS OR FLOORS;

UNLESS LOSS BY FIRE OR EXPLOSION NOT EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

D. BY THEFT OF ANY PROPERTY WHICH AT THE TIME OF LOSS IS NOT AN INTEGRAL PART OF A BUILDING OR STRUCTURE (EXCEPT DIRECT LOSS BY PILLAGE AND LOOTING OCCURRING DURING AND AT THE IMMEDIATE PLACE OF A RIOT OR CIVIL COMMOTION), UNLESS LOSS BY A PERIL NOT EXCLUDED IN THIS POLICY ENSUES FROM THEFT OR ATTEMPTED THEFT, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

E. BY UNEXPLAINED OR MYSTERIOUS DISAPPEARANCE OF ANY PROPERTY, OR SHORTAGE DISCLOSED ON TAKING INVENTORY; OR CAUSED BY ANY WILFUL OR DISHONEST ACT OR OMISSION OF THE INSURED OR ANY ASSOCIATE, EMPLOYEE OR AGENT OF ANY INSURED.

F. BY VANDALISM, MALICIOUS MISCHIEF, THEFT OR ATTEMPTED THEFT, IF THE DESCRIBED BUILDING(S) HAD BEEN VACANT OR UNOCCUPIED BEYOND A PERIOD OF 30 CONSECUTIVE DAYS IMMEDIATELY PRECEDING THE LOSS, WHETHER OR NOT SUCH PERIOD COMMENCED PRIOR TO THE INCEPTION DATE OF THIS ENDORSEMENT, UNLESS LOSS BY A PERIL NOT EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE FOR ONLY SUCH ENSUING LOSS.

G. OCCASIONED DIRECTLY OR INDIRECTLY BY ENFORCEMENT OF ANY LOCAL OR STATE ORDINANCE OR LAW REGULATING THE CONSTRUCTION, REPAIR OR DEMOLITION OF BUILDINGS OR STRUCTURES.

THIS POLICY DOES NOT INSURE AGAINST LOSS TO—

H. PLUMBING, HEATING, AIR CONDITIONING OR OTHER EQUIPMENT OR APPLIANCES (EXCEPT FIRE PROTECTIVE SYSTEMS), OR FOR LOSS BY LEAKAGE OR OVERFLOW FROM SUCH EQUIPMENT OR APPLIANCES, CAUSED BY OR RESULTING FROM FREEZING WHILE THE DESCRIBED BUILDING(S) IS VACANT OR UNOCCUPIED, UNLESS THE INSURED SHALL HAVE EXERCISED DUE DILIGENCE WITH RESPECT TO MAINTAINING HEAT IN THE BUILDING(S) OR UNLESS SUCH EQUIPMENT AND APPLIANCES HAD BEEN DRAINED AND THE WATER SUPPLY SHUT OFF DURING SUCH VACANCY OR UNOCCUPANCY.

PARAGRAPH
NO.**2. EXCLUSIONS: (Continued)**

M. FENCES, PAVEMENTS, SWIMMING POOLS AND RELATED EQUIPMENT, RETAINING WALLS, BULKHEADS, PIERS, WHARVES OR DOCKS, WHEN COVERED UNDER THIS POLICY, CAUSED BY FREEZING, THAWING, IMPACT OF WATER CRAFT, OR BY THE PRESSURE OR WEIGHT OF ICE OR WATER WHETHER DRIVEN BY WIND OR NOT.

N. METAL SMOKESTACKS NOR, WHEN OUTSIDE OF BUILDING, OR SLAT ROOFS, AIR CONDITIONING, SIGNS, RADIO OR TELEVISION ANTENNAS, LEAD-IN WIRING, MASTS OR TOWERS, CAUSED BY ICE, SNOW OR SLEET, NOR BY WIND, UNLESS LOSS BY A PERIL NOT EXCLUDED IN THIS POLICY ENSUES, AND THEN THIS COMPANY SHALL BE LIABLE THEREFOR IS ASSUMED IN THE FORM ATTACHED TO THIS POLICY OR HEREON.

Ability



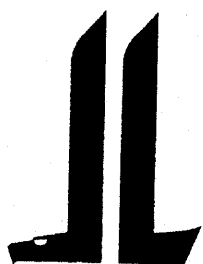
CALCULATION OF PREMIUM

Form ISO-100
(Ed. 12-75)

All premiums for this policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

If this policy is issued for a period in excess of one year and a premium is payable at each anniversary, such premium shall be determined annually on the basis of the rates in effect at the anniversary date.

Form ISO-100 (Ed. 12-75)



GREAT AMERICAN INSURANCE COMPANIES

liability

liability



GENERAL—AUTOMOBILE LIABILITY POLICY

Part Two This Declaration page and Coverage Part(s) with "Policy Provisions-Part One" completes the below numbered

DECLARATIONS		POLICY NUMBER	
Named Insured		FRANCISCAN FATHERS OF CALIFORNIA, INC.	
ADDRESS:		%REV. VIRGIL CORDANO, OLD MISSION	
(Number & Street, Town, County, State & Zip No.)		LOS OLIVOS & LAGUNA ST.	
Policy Period: 12 01 A. M. STANDARD TIME AT THE ADDRESS From: 6-25-78 To: 6-25-81		SANTA BARBARA, CALIF.	
REPRESENTATIVE: Agent or Broker		OGILVY, GILBERT, NORRIS & HILL	
Sub-Producer		PREVIOUS POLICY NO. OR INSURER	
Insurance is afforded by Company indicated:		NEW CODE	
<input type="checkbox"/> GREAT AMERICAN INSURANCE COMPANY			
<input checked="" type="checkbox"/> AMERICAN NATIONAL FIRE INSURANCE COMPANY			
<input type="checkbox"/> AMERICAN ALLIANCE INSURANCE COMPANY			
<input type="checkbox"/> AGRICULTURAL INSURANCE COMPANY			
The insurance afforded is only with respect to such of the following Coverage Parts designated <input checked="" type="checkbox"/> . The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.			
Comprehensive General Liability Insurance		<input type="checkbox"/>	
Owners', Landlords' and Tenants' Liability Insurance		<input checked="" type="checkbox"/>	
Manufacturers' and Contractors' Liability Insurance		<input type="checkbox"/>	
Contractual Liability Insurance		<input type="checkbox"/>	
Completed Operations and Products Liability Insurance		<input type="checkbox"/>	
Bodily Injury Liability		\$	
Property Damage Liability		\$ PER F.20941A	
Premises Medical Payments Insurance		<input type="checkbox"/>	
Comprehensive Personal Insurance		<input type="checkbox"/>	
Farmer's Comprehensive Personal Insurance		<input type="checkbox"/>	
Personal Liability		XXXXXX	
Personal Medical Payments		\$ XXXXXX	
Physical Damage to Property		\$ XXXXXX	
(Applicable to Farmer's Comprehensive Personal Insurance only; Animal Collision)		Market value not exceeding \$300 each animal	
Comprehensive Automobile Liability Insurance		<input type="checkbox"/>	
Basic Automobile Liability Insurance		<input type="checkbox"/>	
Bodily Injury Liability		\$	
Property Damage Liability		\$ XXXXXX	
Automobile Medical Payments Insurance		<input type="checkbox"/>	
Uninsured Motorists Insurance		<input type="checkbox"/>	
Garage Insurance		<input type="checkbox"/>	
Automobile Physical Damage Insurance (Non-Fleet)		<input type="checkbox"/>	
Automobile Physical Damage Insurance (Fleet Automatic)		<input type="checkbox"/>	
Endorsements and Additional Coverage Parts #		F.40000B, F.40012, G 610, F.20941	
(IDENTIFY BY FORM NUMBERS)			
If Policy Period more than one year and the premium is to be paid in installments, premium is payable: On effective date of policy \$ 395. 1st Anniversary \$ TBD 2nd Anniversary \$ TBD		Total Advance Premium \$ 395.	
Audit Period: Annual, unless otherwise stated.**		WAIVED	
The named insured is: individual		partnership	
joint venture		other	
corporation		X	

**ABSENCE OF AN ENTRY MEANS "NO EXCEPTION".

Not applicable in Texas

GREAT AMERICAN INSURANCE COMPANIES

VERAGE PART

OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE COVERAGE FOR DESIGNATED PREMISES AND RELATED OPERATIONS IN PROGRESS INCLUDING STRUCTURAL ALTERATIONS, NEW CONSTRUCTION AND DEMOLITION

L 9278
(Ed. 1/73)

Attachment to Policy No. _____, to complete said policy.

ADDITIONAL DECLARATIONS

Location of insured premises (ENTER "SAME" IF SAME LOCATION AS ADDRESS SHOWN IN ITEM 1 OF DECLARATIONS)

SAME

Interest of named insured in insured premises (CHECK BELOW)

☐ OWNER ☐ GENERAL LESSEE ☒ TENANT ☐ Other _____

Occupied by named insured (ENTER BELOW)

SCHEDULE General Liability Hazards

Description of Hazards	Code No.	Premium Bases	Rates		Advance Premiums	
			B.I.	P.D.	Bodily Injury	Property Damage
Premises - Operations						
CHURCHES-INCLUDING COMPLETED OPERATIONS 86612s		7,500	5.06	.012	380.	15.mp
		(a) Area (Sq. Ft.) (b) Frontage (c) Admissions (d) Receipts (e) Units	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per 100 Admissions (d) Per \$100 of Receipts (e) Per Unit			
Escalators (Number at Premises)		Number Insured	Per Landing			
Structural Alterations, New Construction, Demolition		(a) Remuneration (b) Cost	(a) Per \$100 of Remuneration (b) Per \$100 of Cost			
Total Advance B.I. and P.D. Premiums			\$	380.	\$	15.mp

When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the **named insured**, admitted to the event insured or to events conducted on the **insured premises** whether on paid admission tickets, complimentary tickets or passes;
2. "cost" means the total cost to the **named insured** with respect to operations performed for the **named insured** during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "receipts" means the gross amount of money charged by the **named insured** for such operations by the **named insured** or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the **named insured** collects as a separate item and remits directly to a governmental division;
4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the **named insured**, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company.

I. COVERAGE A—BODILY INJURY LIABILITY COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of

- A. **bodily injury** or
- B. **property damage**

to which this insurance applies, caused by an **occurrence** and arising out of the ownership, maintenance or use of the **insured premises** and all operations necessary or incidental thereto, and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the **insured** under any contract or agreement except an **incidental contract**; but with respect to **bodily injury** or **property damage** occurring while work performed by or on behalf of the **named insured** is in progress, this exclusion does not apply to a warranty that such work will be done in a workmanlike manner;
- (b) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**, or
 - (2) any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**;but this exclusion does not apply to the parking of an **automobile** on **insured premises**, if such **automobile** is not owned by or rented or loaned to any **insured**;
- (c) to **bodily injury** or **property damage** arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any **snowmobile** or trailer designed for use therewith;
- (d) to **bodily injury** or **property damage** arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to any **insured**;
- (e) to **bodily injury** or **property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (1) any **watercraft** owned or operated by or rented or loaned to any **insured**, or
 - (2) any other **watercraft** operated by any person in the course of his employment by any **insured**;but this exclusion does not apply to **watercraft** while ashore on the **insured premises**;
- (f) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to **bodily injury** or **property damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to
 - (1) liability assumed by the **insured** under an **incidental contract**, or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to **bodily injury** or **property damage** for which the **insured** or his indemnitee may be held liable
 - (1) as a member of a partnership engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purpose; if such liability is imposed

- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a person or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
- but part (ii) of this exclusion does not apply with respect to liability of the
- insured**
- or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the **insured** under an **incidental contract**;
- (k) to **property damage** to
 - (1) property owned or occupied by or rented to the **insured**,
 - (2) property used by the **insured**, or
 - (3) property in the care, custody or control of the **insured** or as to which the **insured** is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to **property damage** (other than to **elevators**) arising out of the use of an **elevator** at the **insured premises**;
- (l) to **property damage** to premises alienated by the **named insured** arising out of such premises or any part thereof;
- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or
 - (2) the failure of the **named insured's** products or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's** products or work performed by or on behalf of the **named insured** after such products or work have been put to use by person or organization other than an **insured**;
- (n) to **property damage** to the **named insured's** products arising out of such products or any part of such products;
- (o) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to **bodily injury** or **property damage** included within the completed operations hazard or the products hazard;
- (q) to **bodily injury** or **property damage** arising out of operations on or from premises (other than the **insured premises**) owned by, rented to or controlled by the **named insured**, or to liability assumed by the **insured** under a contract or agreement relating to such premises.

II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

- (a) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;
- (b) if the **named insured** is designated in the declarations as a partnership, joint venture, or other unincorporated firm, the partnership or joint venture or other unincorporated firm and any partner or member thereof but only with respect to his liability as such;

to events conducted on the
policy period by independent
equipment furnished, used or
fees, allowances, bonuses or
others during the policy period
than taxes which the named
the named insured, other than
limitation of remuneration rule

premises used for such purpose;
ute, ordinance or regulation pertaining
alcoholic beverage, or
of any alcoholic beverage to a motor
vehicle or which causes or contributes

with respect to liability of the insured
in (2) above;
any carrier as his insurer may
unemployment compensation
law;
arising out of and in the course of
operation of the insured to indemnify
for injury; but this exclusion does
not apply to an incidental contract;

to the insured,
of the insured or as to which the insured
has physical control;
not apply with respect to liability
under part (3) of this exclusion does
not apply to elevators) arising out of
premises;

by the named insured arising out of
premises in which the insured
has not been physically injured
while performing his duties as such;

or on behalf of the named insured
in the course of the performance of
duties or work performed by or on behalf of
the insured, the level of performance, quality
of workmanship, or the manner of
operation of the insured;
of use of other tangible property
resulting in physical injury to or destruction
of property performed by or on behalf of
the insured or have been put to use by
the insured;

the insured's products arising out of sales
of the insured's products or on behalf of the
named insured, or out of materials, parts
supplied to the insured;
within the completed operation of
the insured or out of operations on or off
premises owned by, rented to or controlled
by the insured under a contract of
leasing.

insurance to the extent set forth in the
policy; and, if the insured is designated
as an individual, the person designated
as the insured, or the partnership or
organization designated as the insured,
with respect to the liability of the insured

declarations as a partnership or organization
so designated and any partner or member
of the partnership or organization designated
as the insured with respect to the liability of the insured

if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,

- (i) an employee of the named insured while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;
- provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more

persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Coverage B—The total liability of the company for all damages for property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence," of the company for all damages because of all property damage, coverage applies and arising out of and occurring in the course of operations, alterations which involve changing the size of or moving buildings, new construction or demolition operations performed by or on behalf of the named insured (including any such property damage for which liability is assumed under any incidental contract relating to such operations) shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence."

Coverages A and B—For the purpose of determining the limit of liability, all bodily injury and property damage arising out of and occurring in the course of operations, alterations which involve changing the size of or moving buildings, new construction or demolition operations performed by or on behalf of the named insured (including any such property damage for which liability is assumed under any incidental contract relating to such operations) shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence."

IV. ADDITIONAL DEFINITION

When used in reference to this insurance (including endorsements and amendments) the following definitions shall apply:

"insured premises" means (1) the premises designated in the declarations as insured premises (other than premises owned by the named insured), if possession has been relinquished to the named insured; (2) premises as to which the named insured acquires ownership or reports his intention to insure such premises under this policy within 30 days after such acquisition; and includes the way in which such premises are used.

V. POLICY TERRITORY

This insurance applies only to bodily injury or property damage occurring within the policy territory.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

OLT

Insert Name of Applicable Coverage Part

POLICY NO.

EFFECTIVE DATE

INSURED

GREAT AMERICAN INSURANCE COMPANY

☐ AMERICAN NATIONAL FIRE INSURANCE COMPANY

Signature of Authorized Representative

The above spaces need not be completed if endorsement attached when policy issued.

SINGLE LIMIT OF LIABILITY

SCHEDULE

COVERAGES	LIMITS OF LIABILITY
Bodily Injury Liability and Property Damage Liability	\$ 25 ,000 each occurrence
	\$ CSL ,000 aggregate

agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) insured under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles or units of mobile equipment to which this policy applies, the company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

The limit of liability stated in the Schedule of this endorsement as applicable to "each occurrence" shall be the total limit of the company's liability for all damages because of bodily injury or property damage as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate":

(a) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;

(b) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general contractors in connection with the named insured.

including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

- (3) all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;
- (4) all property damage for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

- (i) to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured;
 - (ii) to the sum of the damages for all bodily injury and property damage described in subparagraph (3); and
 - (iii) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured.
- (c) For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

G610
(Ed. 7-66)

Endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE**

PRODUCTS HAZARD EXCEPTIONS

Agreed that the products hazard does not include bodily injury or property damage arising out of the named insured's products manufactured, sold, or distributed in connection with (1) the use of any premises described in this endorsement, owned by or rented to the named insured or (2) any operation, described in this endorsement, conducted by or on behalf of the named insured.

Description of Premises and Operations:

OLD MISSION CHURCH
LOS OLIVOS & LAGUNA ST.
SANTA BARBARA, CALIF.

CHURCH & MONASTERY

(Ed. 7-66)

EXHIBIT E

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (hereinafter, the "Agreement") is entered into between and amongst JAMES MERZ (hereinafter "Plaintiff"), Defendant FRANCISCAN FRIARS OF CALIFORNIA, INC. (hereinafter, "FFCI" or "Defendant").

RECITALS

WHEREAS, on January 14, 2021, Plaintiff JAMES MERZ filed a lawsuit entitled *James Merz v. Doe 1, et al.*, Case No. 21STCV01521 (hereinafter, "the Action"), in the Superior Court of the State of California for the County of Los Angeles, against FFCI as well as the Archdiocese of Los Angeles;

WHEREAS Defendant FFCI denies liability and disputes all claims and allegations asserted against it in the Action;

WHEREAS the Parties desire to enter into a settlement in order to provide for certain payments in full and final settlement and discharge of all claims asserted by Plaintiff, as well as all issues which are or might have been the subject of the Complaint and other potential causes of action, upon the terms and conditions set forth in this Settlement Agreement and Release.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. Settlement Payment.

In exchange for the releases, promises and warranties of Plaintiff as set forth below, FFCI agrees to pay plaintiff \$400,000 (the "Settlement Payment") in full and final settlement of the lawsuit entitled *James Merz v. Doe 1, et al.*, Case No. 21STCV01521. This Agreement is subject to approval by the United States Bankruptcy Court and shall be void if rejected by the Bankruptcy Court. The Settlement Payment shall be made within 10 business days after final approval of this Agreement by the court. FFCI will file a motion for approval of the Agreement within 3 business days of filing a bankruptcy petition in the United States Bankruptcy Court. Payment shall be made directly by FFCI's insurers in the following amounts: St. Paul Fire & Marine Insurance Company shall pay \$375,000; Great American Insurance Company of New York shall pay \$25,000. Payment shall be made by check payable to "Saunders & Walker Trust

Account FBO James Merz” and sent to Saunders & Walker PA, 3491 Gandy Blvd., Pinellas Park, FL 33781.

2. General Release of All Claims by Plaintiff James Merz.

For and in full consideration of the foregoing, Plaintiff unconditionally, irrevocably and absolutely releases and discharges the FFCI and its insurers (including without limitation, Travelers Insurance Company and Great American Insurance Company) as well as all of their predecessors, successors, and affiliated civil or canonical entities, together with all their present and former employees, officers, agents, attorneys, priests, brothers, religious superiors, third party administrators, sponsored ministries, assigns, and all representatives thereof (collectively, “Released Parties”) from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorney’s fees and costs), liabilities and demands of whatsoever kind and character that Plaintiff may now or hereafter have against the Released Parties arising from incidents or events occurring on or before the effective date of this Agreement (hereinafter collectively, “Released Claims”). To the extent permitted by law, this Agreement is intended to be interpreted broadly to apply to all transactions and occurrences between Plaintiff and any Released Party, including but not limited to any and all losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with the Action and/or these transactions or occurrences. Released Claims include, without limitation, any claim based in tort, common law, the state or federal Constitution, state or federal statutes, all claims for physical injuries, illness, damage or death, loss of earnings, malicious prosecution, abuse of process, loss of earning capacity, loss of consortium, defamation or damage to reputation arising out of the Action. For avoidance of doubt, the Archdiocese of Los Angeles is not a Released Party hereunder.

7. Unknown or Different Facts or Law.

Plaintiff acknowledges that he may discover different facts or different law from, or in addition to, the facts or law he now knows or believes to exist with respect to a Released Claim. Plaintiff agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.

8. California Civil Code Section 1542 Waiver.

Plaintiff expressly acknowledges and agrees that the releases contained in this Agreement include a waiver of all rights under Section 1542 of the California *Civil Code*. This statute reads as follows:

"1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Plaintiff acknowledges that he has read all of this Agreement, including the above *Civil Code* section, and that he fully understands both the Agreement and the *Civil Code* section. Plaintiff waives any benefits and rights granted to him pursuant to *Civil Code* Section 1542.

9. Dismissal of the Action.

Plaintiff agrees to take all actions necessary to dismiss the Action, with prejudice, within 5 days of receipt of the Settlement Payment by executing and filing a Request for Dismissal of the Action with Prejudice of all claims against FFCI and any predecessors and affiliated civil or canonical entities that are named in the Action, with the Superior Court of the County of Los Angeles and/or the Bankruptcy Court. For avoidance of doubt, this Agreement does not require dismissal of the Archdiocese of Los Angeles.

11. No Admissions.

By entering into this Agreement, Defendant does not admit any negligence or any exposure to liability in this matter. It is understood and agreed that this Agreement is not an admission of liability, and that Defendant specifically denies liability in the Action and intends merely to avoid and extinguish further litigation and expense by entering into this Agreement. The Parties agree that it is their mutual intention that neither this Agreement nor any terms hereof shall be admissible as an admission of liability against Defendant in any other or future proceedings against Defendant, except a proceeding to enforce this Agreement.

12. Covenant Not to Sue.

Plaintiff agrees, to the fullest extent permitted by law, that he will not initiate or file a lawsuit to assert any Released Claim. If any such action is brought, this Agreement will

constitute an Affirmative Defense thereto, and the opposing party/parties shall be entitled to recover reasonable costs and attorney's fees incurred in defending against any Released Claim.

13. Medicare.

a. Medicare Secondary Payer Act Compliance

The Parties to this Agreement intend to comply with the Medicare Secondary Payer Act (42U.S.C. §1395y). The Parties understand that as used herein, the term "Medicare" includes Medicare Part A (Hospital Insurance), Medicare Part B (Medical Insurance), Medicare Part C (Medicare Advantage Organizations) and Medicare Part D (Prescription Drug Insurance).

b. Medicare Eligibility Representation and Warranty

Plaintiff represents and warrants that Plaintiff is not currently enrolled in Medicare and has not been enrolled in Medicare for any period of time.

c. Medicare Release

Plaintiff releases and forever discharges the Released Parties from all claims or causes of action arising out of the loss of any present or future right to Medicare benefits.

d. Waiver of Private Cause of Action

In the event it is determined that Medicare made conditional payments for the treatment of Plaintiff's injuries or medical condition(s) arising out of the events that are the subject of the Action, Plaintiff waives the right to sue any Released Party under Section 1395y(b)(3)(A) of the Medicare Secondary Payer Act for failure to provide for primary payment or appropriate reimbursement of any conditional payment.

14. Indemnification Against Claims by Medical Providers

In any complaint or cross-complaint made by a medical provider against any Released Party arising out of or in connection with the injuries or damages that are the subject of the claim, Plaintiff agrees to defend, indemnify and hold such Released Party harmless from and against any and all claims, costs, allegations, losses, damages, liabilities, expenses, demands,

judgments, court costs, attorney's fees, and any settlement paid, which may arise out of or be related in any way to such complaint or cross-complaint.

14. Attorneys' Fees and Costs.

All Parties agree to bear their own attorneys' fees, costs and expenses incurred in connection with the Action, or any Released Claim.

15. Cooperation of the Parties.

All Parties agree to cooperate fully and execute any and all supplementary documents and to take additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement and Mutual Release, including any motion or other documents to be filed in the United States Bankruptcy Court relating to approval of the Agreement.

16. Modifications.

The Parties acknowledge that this Agreement may only be amended by a written instrument executed by all Parties hereto.

17. Interpretation and Construction.

The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing the Parties. The Parties acknowledge they have had an opportunity to review and discuss each term of this Agreement with legal counsel and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

18. Entire Agreement.

The Parties to this Agreement declare and represent that no promise, inducement, or agreement not herein discussed has been made between The Parties, and that this Agreement contains the entire expression of agreement between the Parties on the subjects addressed herein.

19. Enforceability.

The Parties agree that this Agreement constitutes a written stipulation within the provisions of California *Code of Civil Procedure* section 664.6, and that it may be enforced pursuant to the terms of that section by the United States Bankruptcy Court or Superior Court of the County of Los Angeles, which shall retain jurisdiction to enforce this Agreement pursuant to federal bankruptcy law and California *Code of Civil Procedure* section 664.6.

20. Counterparts.

This Agreement may be executed in counterparts. The execution of a signature page of this Agreement shall constitute the execution of the Agreement, and the Agreement shall be binding on each Party upon that Party's signing of such a counterpart.

21. Choice of Law.

If any action is commenced to enforce or interpret any of the provisions of this Agreement, the Parties hereby agree that this Agreement shall be interpreted, enforced and governed by the laws of the State of California exclusive of the California law pertaining to conflicts of law. Each party hereto agrees that any action to enforce this Agreement, or any rights hereinafter, must be brought in a court having its situs within the County of Los Angeles, State of California or in any Court where Defendant has a pending bankruptcy case, and no other court.

IN WITNESS WHEREOF, after having full opportunity to review this Agreement and discuss its provision with counsel of their choice, the Parties have read, understood, agreed to and executed this Agreement on the respective dates as set forth below.

DATED: December __, 2023

By: _____
JAMES MERZ (Plaintiff)

DATED: December 27, 2023

By: Fr. David Gaa
Fr. David Gaa
Authorized Signatory for and on Behalf of
FRANCISCAN FRIARS OF CALIFORNIA, INC.
(Defendant)